



Amendment No. 3
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
BTAC Acquisition Corp.
dba Baker & Taylor, LLC
dba Baker & Taylor
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 18, September 17, 2020. Two options will remain.
- 2.0 The City hereby exercises a two-and-seven-hundredths (2.70%) percent price decrease. The decrease is displayed in the table below and will become effective on September 18, 2019.

Item	Description	Unit	Old Price	Modifier	New Price
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	EA	\$5.90	0.973	\$5.74
4	Applying Bar Codes in accordance with specification 4.5.2.2. Physical Processing	EA	\$0.00	0.973	\$0.00
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	EA	\$0.00	0.973	\$0.00
6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	EA	\$0.00	0.973	\$0.00
7	Attach RFID tag (in accordance with specification 4.5.1.3. Physical Processing)	EA	\$0.00	0.973	\$0.00
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$0.00	0.973	\$0.00
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records): No charge shall be assessed for accessing Z39.50.	EA	\$0.00	0.973	\$0.00
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records): No charge shall be assessed for accessing Z39.50.	EA	\$0.00	0.973	\$0.00
11	Original cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$10.00	0.973	\$9.73

- 3.0 The total contract amount is increased by \$215,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/18/2017 – 09/17/2019	\$430,000.00	\$430,000.00
Amendment No. 1: Contract Amended 10/12/2017	\$0.00	\$430,000.00
Amendment No. 2: Vendor Name Change 06/18/2019	\$0.00	\$430,000.00
Amendment No. 3: Option 1 – Extension 09/18/2019 – 09/17/2020 Price decrease of 2.70% (Items 3-11) 09/18/2019	\$215,000.00	\$645,000.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Stefanie Kremer August 6, 2019

Sign/Date: M. Duree 9-6-18

Printed Name: Stefanie Kremer, Director, Pricing Services
Authorized Representative

BTAC Acquisition Corp.
dba Baker & Taylor, LLC
2550 West Tyvola, Suite 300
Charlotte, North Carolina 28217
(800) 775-7930
tammy.roberts@baker-taylor.com

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	45.0000%	\$22,000.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	45.0000%	\$14,850.00
Total Price (Section 1)=				\$36,850.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	* \$5.900	\$3,687.50
4	Appling Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$0.000	\$0.00
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$0.000	\$0.00

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.000	\$0.00
7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$0.000	\$0.00
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$0.000	\$0.00
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$0.000	\$0.00
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$0.000	\$0.00
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$10.000	\$120.00
TOTAL PRICE (Section 2) =					\$3,807.50
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$40,657.50

* Baker & Taylor's per unit price of \$5.90 is inclusive of items 3 through 10.

The pricing outlined on this page and on Baker & Taylor's Appendix 2 is for CLS shelf-ready services and is a blended unit price based on the volume of material to be ordered, processing components requested, and the complexities of the library's cataloging requirements. Our Unit price is all inclusive of the services requested by the library including, but not limited to cataloging, processing, and project management. This price does not include Laminate Covers or Original Cataloging. CLS processing means the library receives and shelves the material right out of the cartons. CLS truly means system and shelf-ready. Please refer to Exhibit 1 for additional information.

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements – Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
14	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

Contractor Name: Baker & Taylor, LLC

Offerors best delivery is 7-10 business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.

Note: Delivery Method: Our primary carrier is UPS (United Parcel Service), providing delivery for any shipment weighing 5 lbs. or more. Shipments of less than 5 lbs. will be delivered via United States Postal Service.



Amendment No. 3
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
Ingram Library Services, Inc.
dba Ingram Library Services, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 18, September 17, 2020. Two options will remain.
- 2.0 The City hereby exercises a two-and-seven-hundredths (2.70%) percent price decrease. The decrease is displayed in the table below and will become effective on September 18, 2019.

Item	Description	Unit	Old Price	Modifier	New Price
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	EA	\$3.89	0.973	\$3.78
4	Applying Bar Codes in accordance with specification 4.5.2.2. Physical Processing	EA	\$0.32	0.973	\$0.31
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	EA	\$2.00	0.973	\$1.95
6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	EA	\$0.00	0.973	\$0.00
7	Attach RFID tag (in accordance with specification 4.5.1.3. Physical Processing)	EA	\$1.29	0.973	\$1.25
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$3.45	0.973	\$3.36
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records): No charge shall be assessed for accessing Z39.50.	EA	\$0.00	0.973	\$0.00
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records): No charge shall be assessed for accessing Z39.50.	EA	\$0.00	0.973	\$0.00
11	Original cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$0.00	0.973	\$0.00

- 3.0 The total contract amount is increased by \$215,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/18/2017 – 09/17/2019	\$430,000.00	\$430,000.00
Amendment No. 1: Contract Amended 10/12/2017	\$0.00	\$430,000.00
Amendment No. 2: Vendor Change 10/31/2017	\$0.00	\$430,000.00
Amendment No. 3: Option 1 – Extension 09/18/2019 – 09/17/2020 Price decrease of 2.70% (Items 3-11) 09/18/2019	\$215,000.00	\$645,000.00

- 4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Pamela R. Smith August 2, 2019

Sign/Date: Matthew Duree 7-6-19

Printed Name: Pamela R. Smith, Vice President and General Manager

Authorized Representative

Matthew Duree
Procurement Manager

Ingram Library Services, Inc.
dba Ingram Library Services, LLC
One Ingram Boulevard
La Vergne, Tennessee 37086
(800) 937-5300

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

ilsbids@ingramcontent.com

EXHIBIT B - BID SHEET

CITY OF AUSTIN

ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	46.0000%	\$21,600.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	10.0000%	\$24,300.00
Total Price (Section 1)=				\$45,900.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	\$3.890	\$2,431.25
4	Appling Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$0.320	\$200.00
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$2.000	\$1,250.00

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.000	\$0.00
7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$1.290	\$806.25
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$3.450	\$1,831.95
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$0.000	\$0.00
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$0.000	\$0.00
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$0.000	\$0.00
TOTAL PRICE (Section 2) =					\$6,519.45
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$52,419.45

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements – Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name <u>See Attached</u> Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

EXHIBIT B - BID SHEET			
CITY OF AUSTIN			
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)			
MA 8500 PA170000070			
14	Name _____ Number _____	_____	_____% Discount or _____% Markup
Contractor Name: <u>Ingram Library Services, LLC</u>			
Offerors best delivery is <u>10-12</u> working days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.			
Note: Delivery Method: <u>UPS Ground</u>			



Amendment No. 2
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
Midwest Tape, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 18, September 17, 2020. Two options will remain.
- 2.0 The City hereby exercises a seventy-one-and seven-tenths (71.7%) percent price decrease on items 4, 5, 6, and 7. The combined price of these items (\$0.99) represents the processing price for audiobooks per unit. The decrease is displayed in the table below and will become effective on January 24, 2019.
- 3.0 The City hereby exercises a two-and-seven-hundredths (2.70%) percent price decrease on items 8, 9, 10, and 11. The decrease is displayed in the table below and will become effective on September 18, 2019.

Item	Description	Unit	Old Price	Modifier	New Price
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	EA	\$0.00	0.973	\$0.00
4	Applying Bar Codes in accordance with specification 4.5.2.2. Physical Processing	EA	\$1.00	0.283	\$0.99
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	EA	\$0.50		
6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	EA	\$0.50		
7	Attach RFID tag (in accordance with specification 4.5.1.3. Physical Processing)	EA	\$1.50		
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$1.20	0.973	\$1.17
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$1.20	0.973	\$1.17
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$1.20	0.973	\$1.17
11	Original cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$1.20	0.973	\$1.17

- 4.0 The total contract amount is increased by \$215,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/18/2017 – 09/17/2019	\$430,000.00	\$430,000.00
Amendment No. 1: Contract Amended 10/12/2017	\$0.00	\$430,000.00
Amendment No. 2: Option 1 – Extension 09/18/2019 – 09/17/2020 Price decrease of 2.70% (Items 4-7) 09/18/2019 Price decrease of 72% (Items 8-11) 01/24/2019	\$215,000.00	\$645,000.00

5.0 MBE/WBE goals do not apply to this contract.

6.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Sue Bascuk 9/5/19

Printed Name: Sue Bascuk, Vice President Finance & Business Development
Authorized Representative

Midwest Tape, LLC
1417 Timberwolf Drive
Holland, Ohio 43528
(800) 875-2785
jclark@midwesttapes.com (Account Executive)
sbascuk@midwesttapes.com

Sign/Date

M. Duree 9-6-19

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

EXHIBIT B - BID SHEET

CITY OF AUSTIN

ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	0.0000%	\$40,000.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	0.0000%	\$27,000.00
Total Price (Section 1)=				\$67,000.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	\$0.000	\$0.00
4	Applying Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$1.000	\$625.00
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$0.500	\$312.50

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.500	\$312.50
7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$1.500	\$937.50
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$1.200	\$637.20
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$1.200	\$74.40
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$1.200	\$21.60
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$1.200	\$14.40

TOTAL PRICE (Section 2) = \$2,935.10

TOTAL PRICE PROPOSED (Sections 1 & 2) = \$69,935.10

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

EXHIBIT B - BID SHEET CITY OF AUSTIN ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)			
MA 8500 PA170000070			
14	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
Contractor Name: <u>Midwest Tapes, LLC</u>			
Offerors best delivery is <u>7-10</u> business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.			
Note: Delivery Method <u>Fed EX Courier</u>			



Amendment No. 2
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
Recorded Books, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 18, September 17, 2020. Two options will remain.
- 2.0 The City hereby exercises a two-and-seven-hundredths (2.70%) percent price decrease. The decrease is displayed in the table below and will become effective on September 18, 2019.

Item	Description	Unit	Old Price	Modifier	New Price
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	EA	\$0.00	0.973	\$0.00
4	Applying Bar Codes in accordance with specification 4.5.2.2. Physical Processing	EA	\$0.75	0.973	\$0.73
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	EA	\$0.50	0.973	\$0.49
6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	EA	\$0.75	0.973	\$0.73
7	Attach RFID tag (in accordance with specification 4.5.1.3. Physical Processing)	EA	\$0.75	0.973	\$0.73
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$0.75	0.973	\$0.73
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records): No charge shall be assessed for accessing Z39.50.	EA	\$0.75	0.973	\$0.73
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records): No charge shall be assessed for accessing Z39.50.	EA	\$0.75	0.973	\$0.73
11	Original cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records). No charge shall be assessed for accessing Z39.50.	EA	\$0.75	0.973	\$0.73

- 3.0 The total contract amount is increased by \$215,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/18/2017 – 09/17/2019	\$430,000.00	\$430,000.00
Amendment No. 1: Contract Amended 10/12/2017	\$0.00	\$430,000.00
Amendment No. 2: Option 1 – Extension 09/18/2019 – 09/17/2020 Price decrease of 2.70% (Items 3-11) 09/18/2019	\$215,000.00	\$645,000.00

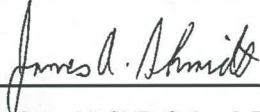
- 4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:



Printed Name: Jim Schmidt SVP; Sales & Business Dev
Authorized Representative

Recorded Book, Inc.
270 Skipjack Road
Prince Frederick, Maryland 20678
(800) 638-1304
rfp@recordedbooks.com

Sign/Date:

 9-6-19

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	0.0000%	\$40,000.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	0.0000%	\$27,000.00
Total Price (Section 1)=				\$67,000.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	\$0.000	\$0.00
4	Appling Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$0.750	\$468.75
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$0.500	\$312.50
6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.750	\$468.75

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$0.750	\$468.75
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$0.750	\$398.25
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$0.750	\$46.50
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$0.750	\$13.50
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$0.750	\$9.00
TOTAL PRICE (Section 2) =					\$2,186.00
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$69,186.00

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements – Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

EXHIBIT B - BID SHEET CITY OF AUSTIN ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)			
MA 8500 PA170000070			
14	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
Contractor Name: <u>Recorded Books, Inc.</u>			
Offerors best delivery is _____ business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.			
Note: Delivery Method _____			



**Amendment No. 2
of
Contract No. PA170000070
for
Spoken Word Audio Books
between
Baker & Taylor, LLC
and the
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to BTAC Acquisition
2.0 Db a Baker & Taylor, LLC as requested by the Contractor:

	From	To
Vendor Name	Baker & Taylor, LLC dba Baker & Taylor aka BTAC Acquisition Group	BTAC Acquisition Db a Baker & Taylor, LLC
Vendor Code (for City use only)	V00000947185	✓ 00060961247
Vendor Federal Tax ID (FEIN)	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

Linelle Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

Date



Amendment No. 2
to
Contract No. PA170000070
for
Adult and Juvenile Books (Acquisition, Cataloging, and Processing)
Between
Ingram Library Services Inc.
and the
City of Austin

- 1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Ingram Library Services Inc. dba Ingram Library Services Inc	Ingram Industries Inc., dba Ingram Library Services LLC.
Vendor Code	ING7130330	V00000948298
FEIN	[REDACTED]	[REDACTED]

- 2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script, reading "Linell Goodin-Brown".

Linell Goodin-Brown, Contract Management Supervisor II
City of Austin, Purchasing Office

Date

10-31-17



Amendment No. 1
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
Baker & Taylor, LLC
And the
City of Austin

1.0 The City hereby amends the above referenced Contract to clarify Section 3.1 Contract Amount. Section 3.1 is hereby changed to read:

3.1 Contract Amount. The Contractor will be paid an estimated amount not-to-exceed \$430,000 divided among four (4) Contractors for the initial twenty-four (24) month term, and an estimated \$215,000 divided among four (4) Contractors for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 divided among four (4) Contractors for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet.

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Signature & Date:

Printed Name: JEFFREY W. MCDANIEL
Authorized Representative VP, Baker & Taylor, LLC

Printed Name: JONATHAN DALCHAU

Baker & Taylor, LLC
2550 W. Tyvola Road, Suite 300
Charlotte, NC 28217

Title: PROCUREMENT SPECIALIST IV
City of Austin Purchasing Office



Amendment No. 1
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
Ingram Library Services, LLC
And the
City of Austin

1.0 The City hereby amends the above referenced Contract to clarify Section 3.1 Contract Amount. Section 3.1 is hereby changed to read:

3.1 Contract Amount. The Contractor will be paid an estimated amount not-to-exceed \$430,000 divided among four (4) Contractors for the initial twenty-four (24) month term, and an estimated \$215,000 divided among four (4) Contractors for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 divided among four (4) Contractors for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet.

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Pamela R. Smith October 12, 2017

Printed Name: Pamela R. Smith
Authorized Representative

Ingram Library Services, LLC
One Ingram Blvd
LaVergne, TN 37086-1986

Signature & Date:

Matthew Dene

Printed Name: Matthew Dene

Title: Procurement Specialist
City of Austin Purchasing Office



Amendment No. 1
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
Midwest Tape LLC
And the
City of Austin

1.0 The City hereby amends the above referenced Contract to clarify Section 3.1 **Contract Amount**. Section 3.1 is hereby changed to read:

3.1 **Contract Amount**. The Contractor will be paid an estimated amount not-to-exceed \$430,000 divided among four (4) Contractors for the initial twenty-four (24) month term, and an estimated \$215,000 divided among four (4) Contractors for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 divided among four (4) Contractors for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet.

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Handwritten signature of Jeff Jankowski in blue ink.

Printed Name: Jeff Jankowski, Vice President
Authorized Representative

Midwest Tape LLC
1417 Timberwolf Drive
Holland, OH 43528

Signature & Date:

Handwritten signature of Matthew Duce in blue ink.

Printed Name: Matthew Duce

Title: Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 1
To
Contract No. PA170000070
For
Spoken Word Audio Books
Between
Recorded Books Inc.
And the
City of Austin

1.0 The City hereby amends the above referenced Contract to clarify Section 3.1 **Contract Amount**. Section 3.1 is hereby changed to read:

3.1 **Contract Amount**. The Contractor will be paid an estimated amount not-to-exceed \$430,000 divided among four (4) Contractors for the initial twenty-four (24) month term, and an estimated \$215,000 divided among four (4) Contractors for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 divided among four (4) Contractors for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet.

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

 10-12-17

Printed Name: James A. Schmidt, SVP Sales
Authorized Representative

Recorded Books Inc.
270 Skipjack Road
Prince Frederick, MD 20678

Signature & Date:



Printed Name: Procurement Specialist
Title: Matthew Duce
City of Austin Purchasing Office



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 18, 2017

Baker & Taylor, LLC
Jeff McDaniel
2550 W. Tyvola Road, Suite 300
Charlotte, NC 28217
Jeff.McDaniel@baker-taylor.com

Dear Mr. McDaniel:

The Austin City Council approved the execution of a contract with your company for spoken word audio books.

Responsible Department:	Austin Public Library
Department Contact Person:	Jorge Valle
Department Contact Email Address:	Jorge.Valle@austintexas.gov
Department Contact Telephone:	512-974-7432
Project Name:	Spoken Word Audio Books
Contractor Name:	Baker & Taylor, LLC
Contract Number:	PA170000070
Contract Period:	Initial Term: 09/18/17 – 09/17/19
Dollar Amount	\$430,000 Divided Among Four Contractors
Extension Options:	Three 12-Month Options of \$215,000 Divided Among Four Contractors
Requisition Number:	17052400544
Agenda Item Number:	40
Council Approval Date:	08/31/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore
Procurement Specialist III
City of Austin
Purchasing Office

cc: Jorge Valle

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Baker & Taylor, LLC
For
Spoken Word Audio Books
Contract No. MA 8500 PA170000070**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Baker & Taylor, LLC ("Contractor"), having offices at 2550 W. Tyvola Road, Suite 300, Charlotte, NC 28217.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the goods and services set forth in Exhibit A, Contract Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jeffrey McDaniel, Phone: (800)775-7930 x 3212, Email Address: Jeff.McDaniel@baker-taylor.com. The City's Contract Manager for the engagement shall be Jorge Valle, (512) 974-7432, Email Address: Jorge.Valle@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks as enumerated in Exhibit A-Contract Scope of Work.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid an estimated amount not-to-exceed \$430,000 for the initial twenty four (24) month term, and an estimated \$215,000 for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet .

3.2 **Economic Price Adjustment.**

3.2.1 **Price Adjustment.** Prices shown in this Contract shall remain firm for the first twelve month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be

automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial period quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2. **Adjustment-Requested Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2. If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU331106	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Publishing Sales, excluding software	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1, 2	

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU579	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Wholesale Trade Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 3-11	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.3.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be emailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Jorge Valle
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	ACCSAccountsPayable@austintexas.gov

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Final Payment and Close-Out.**

3.6.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.6.2 The making and acceptance of final payment will constitute:

3.6.2.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.2.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of twenty four (24) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in this paragraph. A price increase, subject to the provisions of this

Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of

the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.3 **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5.4 **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

5.5 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

5.6 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.7 **Special Tools & Test Equipment.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

5.8 **Equal Opportunity.**

5.8.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract.

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.9 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.10 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.11 **Delays.**

5.11.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.11.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.12 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.13 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall

immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Mgmt Specialist

P O Box 1088

Austin, TX 78767

To the Contractor:

Baker & Taylor, LLC.

ATTN: Jeffrey McDaniel, VP, Customized Library Services

2550 W. Tyvola Road, Suite 300

Charlotte, NC 28217

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

BAKER & TAYLOR, LLC

By: 
Signature

Name: Jeffrey W. McDaniel
Printed Name

Title: Vice President, CLS & International Public Libraries

Date: 09/12/2017

CITY OF AUSTIN

By: 
Signature

Name: Matthew Duree
Printed Name

Title: Procurement Supervisor

Date: 9-18-17

List of Exhibits

Exhibit A	Contract Scope of Work
Exhibit B	Contractor's Bid Sheet
Exhibit C	City's Non Discrimination Certification
Exhibit D	City's Non-Suspension or Debarment Certification

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

1. PURPOSE

The City of Austin (City), seeks to contract with qualified vendors (Contractors) to supply the Austin Public Library (APL) with adult and juvenile Spoken Word Audiobooks in English, Spanish, and other languages. The Spoken Word Audiobooks shall be fully cataloged, able to be added to the inventory (holdings) records, processed to be "shelf ready" in accordance with the APL's requirements, and drop shipped to different APL locations. The City reserves the right to add or remove APL locations as needed.

2. BACKGROUND

The City's libraries consists of a Central Library, 20 branch libraries, and the Austin History Center. A new Central Library is under construction and is planned to open in 2017. APL uses the SirsiDynix Symphony, Integrated Library System (ILS) for acquisitions, cataloging, circulation, and Bibliocommons for the online public-access catalog. Upgrades to the ILS may occur as needed throughout the duration of this contract.

3. CONTRACTOR QUALIFICATIONS

- 3.1. Companies who have the ability, experience, organization, technical qualifications, stock, and facilities for handling the anticipated contract volume, type of materials specified, and who can provide standard services commonly related to wholesale Spoken Word Audiobook trade in English, Spanish and other languages, are invited to submit bids.
- 3.2. The Contractor shall be a regular wholesale business for a period of five (5) years or more, and shall carry a stock of Spoken Word Audiobooks in English, Spanish, and other languages to meet the needs of a public library system in a diverse urban setting.
- 3.3. The Contractor shall currently be supplying Spoken Word Audiobooks on contractual basis with a minimum of five (5) public libraries serving communities with populations of 250,000 or more. Customer references shall be submitted as required in Section 0700 of the solicitation.
- 3.4. The Contractor shall be in the business of supplying libraries with Spoken Word Audiobooks, collection development, cataloging, processing, drop shipping, and other related services for a minimum of three (3) consecutive years within the last five (5) years.
 - 3.4.1 The Contractor shall provide the appropriate number of staff required to provide the services and the appropriate timelines indicated in this Scope of Work. Staff assigned to catalog and process materials for APL shall be comparable to other Library systems similar in size.
 - 3.4.2. The Contractor's cataloging services and collection development units shall be managed by staff members with ALA accredited Masters of Library Science/Information Science degree and have at least 3 years professional experience in the field of collection development or cataloging or processing or related services as it pertains to their duties for the services requested in this contract in their fields. The City may request copies of the degrees and evidence of the experience of any staff assigned to the contract.
- 3.5. The Contractor's proprietary software and/or web based system shall be able to interact/interface and communicate with APL's SirsiDynix ILS, including any upgrades, as required by the City, to the SirsiDynix ILS.

4. CONTRACTOR RESPONSIBILITIES

4.1. Ordering System

- 4.1.2. The Contractor shall accept orders from APL in the following transmission formats:

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- 4.1.2.1. Electronic Data Interchange (EDI) ; Extended BISAC (Book Industry Standards Advisory Committee), enhanced EDI and/or X12 formatted order file sent from APL's ILS
- 4.1.2.2. Contractor's online system
- 4.1.2.3. By fax
- 4.1.2.4. By phone
- 4.1.2.5. By e-mail
- 4.1.3. Prior to Contract award, the City may request a demonstration from the recommended Contractor of the Contractor's proprietary system to ensure it meets the requirements outlined herein. The purpose of the demonstration and access to test site shall be for the City to determine that the Contractor's system meets the functionality requirements of quality, performance, and characteristics as described herein, and desired by APL. Any system not meeting the functionality requirements may result in the disqualification of Contractor. Decisions of functionality shall be at the sole-interpretation and discretion of the City of Austin.
- 4.1.4. The Contractor shall have an order system that is capable of the following:
 - 4.1.4.1. The Contractor's order system shall allow APL Library staff to enter orders electronically and to have full order inquiring and tracking capabilities.
 - 4.1.4.2. The Contractor's order system shall have the ability for 9XX order structure containing fund, holding code, price and quantity.
 - 4.1.4.3. The Contractor's order system shall have the ability to download brief Machine Readable Cataloging (MARC) records with 9XX orders.
 - 4.1.4.3.1. Brief MARC records shall contain author, title, publisher, publisher number, unique match point number and 9XX field containing List Price, Fund code, Hold code, discount price, quantity and ISBN.
 - 4.1.4.3.2. Match point number shall be limited to one of the following:
 - 020 field containing thirteen (13) digit publisher assigned International Standard Book Number (ISBN)
 - 001 or 035 field containing Online Computer Library Center (OCLC) control number
 - 024 field containing twelve (12) digit Universal Product Code (UPC)
 - 4.1.4.3.3. Contractor's online system shall have the ability to designate or remove Field/Tags included in brief MARC records used to create orders.
 - 4.1.4.4. The Contractor's online system shall provide monthly statements for outstanding transactions for each Library account and status reports on cancellations, unfilled, and delayed orders. If the report is not downloadable, the City shall require reports to be submitted electronically in Excel format to APL upon request.

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4.2. FLEXIBILITY IN MEETING SPECIAL CIRCUMSTANCE AND NEEDS

- 4.2.1. The Contractor shall have the ability to meet special requests or adapt to changing needs that may occur during the term of the Contract.
- 4.2.2. "Blanket" or "Approval" purchase plans and open day collections may also be purchased under this agreement.
- 4.2.3. The Contractor shall provide ongoing support for online services, notification of new software releases and/or upgrade availability are available, and shall provide a toll free number and email address for technical support.
- 4.2.4. The Contractor shall have a database that offers multiple levels of access based on user profile settings.
- 4.2.5. The Contractor's online database shall have the ability to interact with APL's ILS, accommodating any process changes due to APL software upgrades or policy changes.

4.3. SELECTION TOOL SERVICES

- 4.3.1. The Contractor shall have access to selection lists and tools that complement their catalog to aid APL in material selection. The lists shall be available through the Contractor's software system and downloadable to Excel.
- 4.3.2. The Contractor's order system shall, at a minimum, include the following features:
 - 4.3.2.1. Multi-level access to the Contractor's order system.
 - 4.3.2.2. The ability to search by all of the following access points: Keyword, title, personal and/or corporate names, series, twelve (12) digit UPC, thirteen (13) digit publisher assigned ISBN, OCLC control number, and genre.
 - 4.3.2.3. The ability to do advance searches by all of the following access points: language, age group, and release date.
 - 4.3.2.4. The ability to access pre-built specialty carts/lists and advance notification system for new releases and upcoming "hot" titles.
 - 4.3.2.5. The ability to view title descriptions, physical information, Library of Congress (LC) subjects, and genre.
 - 4.3.2.6. The ability to view MARC-formatted records from selection list.
 - 4.3.2.7. The ability to create, merge, copy, and transfer private carts/lists for access to other APL staff.
 - 4.3.2.8. Real-time contractor inventory information showing number of items available and on order.
 - 4.3.2.9. The ability to know if a title has already been added to another cart/list by APL users.
 - 4.3.2.10. The ability to check to see if a cart/list has duplicate titles.
 - 4.3.2.11. The ability to sort carts/lists by the following: title, UPC, ISBN, price, number of discs, release date, and popularity/sales ranking.

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- 4.3.2.12. The ability to create and save templates with multiple holding and funds codes used in creating 9XX orders.
- 4.3.2.13. The ability to copy, transfer/move titles with applied templates to other carts/lists and maintain applied template.
- 4.3.2.14. The ability to globally add or change funds, locations, quantities and local notes for all items in a cart/list.
- 4.3.2.15. The ability to see real time discounted total price of carts/lists and individual items within carts/lists.
- 4.3.3. Contractor's software system preferred features:
 - 4.3.3.1. The ability to generate a report of expenditures on a single cart/list by fund and location.
 - 4.3.3.2. The ability to do advanced searches by language of original release, language of item, publisher number, Award nominations and winners, and rating system.
 - 4.3.3.3. The ability to view full front and back cover images

4.4. CATALOGING & CREATION OF BIBLIOGRAPHIC & HOLDING RECORDS

The Contractor shall be able to supply a full bibliographic record in MARC format and add holdings, except for multi-discs sets too large for one container.

4.4.1. CATALOGING LEVELS

The Contractor shall supply bibliographic record on at least one of the following levels:

- 4.4.1.1. Copy Cataloging: Bibliographic record obtained from OCLC, which meets at least minimum requirements of MARC records (See 9.3) and requires minimal editing. (i.e. verification and/or minimal modification of 1XX, 2XX, 3XX, 5XX, 6XX, 7XX)
- 4.4.1.2. Enhanced Cataloging: Bibliographic record obtained from OCLC, which does not meet at least minimum requirements of MARC records (See 4.4.3) and requires that the record be brought up to full cataloging standards. (i.e. LC CIP or IN PROCESS records, shall be upgraded to meet at least minimum requirements, Local Call number and be assigned subject headings)
- 4.4.1.3. Derived Cataloging: If no matching record is found in OCLC, a new bibliographic record is derived from an existing bibliographic record whereby minimal editing is required to meet at least minimum requirements of MARC record (See 4.4.3). (i.e. new record is created via derivation of different format, previous ed., or parallel record)
- 4.4.1.4. Original Cataloging: If no bibliographic record can be found in OCLC, requiring the Contractor's catalogers to create a record, assign name(s), subject headings, and Local Call number. Record shall at least meet minimum requirements of MARC records (See 4.4.3.).
- 4.4.1.5. Brief Record: No cataloging required, bibliographic record obtained from any source and shall contain author, title, publisher, Holdings 949 (see 4.4.4) and unique match point number in one or more of the following fields: 020 field containing thirteen (13)

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digit publisher assigned International Standard Book Number (ISBN), 001 or 035 field containing Online Computer Library Center (OCLC) control number, or 024 field containing twelve (12) digit Universal Product Code (UPC).

4.4.2. NEW BIBLIOGRAPHIC RECORDS

- 4.4.2.1. The Contractor shall be able to supply bibliographic record on at least one of the specified cataloging Levels. A unique bibliographic record shall be available for different packaging, editions/release, etc.
- 4.4.2.2. The Contractor shall search OCLC for records matching. The match criteria shall include: Title, author, publication date, edition, ISBN, UPC, and/or Publisher number.
- 4.4.2.3. If a matching bibliographic record cannot be found in OCLC, the Contractor shall supply an original or derived bibliographic record cataloged under Resource Description and Access (RDA) rules.
 - 4.4.2.3.1. Bibliographic record shall meet at least minimum requirements of MARC records (See 4.4.3.) and all other original cataloging and local specifications set out in this document.

4.4.3. MINIMUM MARC RECORD REQUIREMENTS

- 4.4.3.1. For all new bibliographic records provided, the records shall be in accordance with all national cataloging standards:
 - Anglo-American Cataloging Rules, 2nd edition, (AACR2) with latest revisions or editions.
 - RDA with any subsequent editions or revisions published during contract period.
 - MARC 21 format for Bibliographic Data, with any subsequent editions or revisions published during contract period.
 - LC Subject Headings, latest edition.
- 4.4.3.2. The new bibliographic records the Contractor supplies shall include the 949 field with call number and item level information for each copy (See 4.4.4.).
- 4.4.3.3. The Contractor shall include the following minimum field requirements for a single MARC record:
 - The record leader logical length shall be in bytes 0-4; and, valid codes for record status, record type and bibliographic records in bytes 5-7. Uppercase letters are not valid in these elements.
 - A record directory
 - (001) Control number
 - Subfield a OCLC Control Number
 - (007) Should be included in all records
 - (020) ISBN (13 digit) (if applicable)
 - Only one 13 digit ISBN corresponding to the item
 - (024 with 1st indicator value 1) UPC
 - (028) Publisher Number
 - (041) Language of soundtrack and subtitles should be noted in the 041 or 546 fields
 - (035) Local control number
 - Contractor shall use this field for any unique vendor number
 - (099) Call Number

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- See specifications for APL call numbers
- (1XX) Names or uniform title headings used as a main entry
- (240) Uniform title added entry if applicable
- (245) Title and statement of responsibility
- (246) Varying form of title if applicable
- (250) Edition field – Enter the edition statement
- (260) Publication, printing, distribution, issue, release or productions of work
 - Subfields a, b, and c required
 - RDA records shall not use the 260 field.
- (264) Publication information
 - Contractor shall provide publication date; supply missing parts of publication, distribution, or manufacture statements when necessary for understanding
- (300) Physical description of item
 - Subfields a, c and e (if applicable) required
- (336) Content type
 - Add \$a performed music \$2 rdacontent. Accept \$b if present. Accept other \$a if appropriate
- (337) Media type
 - Give \$a audio \$2 rdamedia. Accept \$b if present. Accept other \$a if appropriate, e.g. video
- (338) Carrier type
 - Add \$a audio disc \$2 rdacarrier. Accept \$b if present. Accept other \$a if appropriate, e.g. videodisc
- (344) Sound characteristics
 - Add \$a digital \$g stereo \$2 rdae
- (347) Digital file characteristics
 - Add \$a audio file \$b CD audio \$2 rda
- (490) Series statements if applicable
 - 490 series statement shall be supplied if applicable
 - Corresponding 8XX field shall be supplied if 490 containing first indicator 1 is used
- (500) Title source
 - Indicate where title is taken from
 - e.g. 500__ Title from disc label
- (505) Enhanced Contents notes are required for all songs listed
- (511) Performer
 - Add performers or members of the group
- (518) Place and date of capture
 - e.g. 518__ Recorded in concert on September 20th 2014
- (538) System requirements
 - Required for enhanced CDs, SACDs, DVDs or Blu-rays included with the CDs
- (546) Languages of the soundtracks and subtitles should be noted in the 041 and 546 fields
- (6XX) Subject headings
 - Appropriate subject headings shall be supplied for work
- (7XX) Additional name and/or title access points
 - Contractor shall supply appropriate access points for work
- (8XX) Series added entries
 - Contractor shall supply corresponding 8XX field when appropriate 490 field containing first indicator 1 is present
- (9XX) Local processing
 - Contractor shall supply necessary item information in 949 field

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4.4.3.4. All 1XX, 7XX and 6XX fields shall be subject to authority control. OCLC authority file forms or other bibliographic database contracted by APL during the term of the contract shall be used for name and subject headings including:

4.4.3.4.1. 1XX, 7XX, and all 6XX fields with second indicator 0 when such forms exist.

4.4.4. 949 FIELD REQUIREMENTS

The Contractor's 949 fields shall contain the following item information:

- Subfield "a" (Call Number) Call number can be acquired from the following
- Call number supplied via x12 EDI order
- 099 all subfield "a"
- If more than one 099 field exists, call number prefix should correspond to the holding code or fund
 - Subfield "w" Class Scheme
- Class Scheme shall be entered as "DEWEY"
 - Subfield "h" Holding code
- Each item's Holding code specified in order shall be used
 - Subfield "i" Barcode Number
- Item Barcode number
 - Subfield "p" Price
- Each item's price shall reflect price from order and shall be in format \$0.00
 - Subfield "r" Circulation Flag
- Circulation Flag shall be entered as "Y"
 - Subfield "s" Permanent Flag
- Permanent Flag shall be entered as "Y"
 - Subfield "u" Acquisitions Date
- Date shall reflect the date order was sent and shall be in format MM/DD/YYYY

4.4.5. CALL NUMBER SPECIFICATIONS

The Contractor's call numbers shall contain the following item information:

- Field 099 shall be used for all call numbers. The call numbers are free text and no delimiters shall be used.
- All call numbers shall have the beginning prefix of CD
- No genres shall be used in the call number
- The cutter shall be composed of the first four letters of the main entry excluding leading articles.
- Non-fiction Call number using Dewey decimal classification, 23rd edition or subsequent edition or revision following all specifications regarding local call number conventions per library's call number specifications.

4.4.6 ADULT FICTION CALL NUMBER:

- Adult fiction call number: CD prefix followed by FIC and the first four letters of main entry all caps
- FIC – works of fiction and short stories

4.4.7 ADULT NON-FICTION:

- Adult Non-fiction call number: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by the first 2 letters of the main entry

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- Adult Individual biography, autobiography, critical works, artists/exhibition catalogs: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by cutter based on biographee, subject whose work is being discussed, the artist's last name with additional cutting by 1st letters of main entry.
- Adult Cutter number based on Cutter-Sanborn 4-figure table
- Collective Adult Biographies: Adult Non-fiction call number
- Special Call Numbers are constructed using the prefix CD and Dewey number.
 - Radio Plays/Productions: CD 791.4472 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD 791.4472 BA
 - Comedy Performances by a single performer or group: CD 792.76 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Never scared [sound recording] – Chris Rock CD 792.76 RO
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare's Hamlet – CD 822.33 HA
 - All other works: CD 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
Example: El amor como forma de vida – SPA CD 241.4 CH

4.4.8 YOUTH FICTION CALL NUMBER:

Youth fiction call number: prefix of "Y", followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.9 YOUTH NON-FICTION:

- Youth Non-fiction call number: prefix of "Y" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Youth Individual biography, autobiography: prefix of "Y" followed by class number 921 followed by first two letters of biographee's last name.
- Youth Collective Biographies: prefix of "Y" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "Y" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD Y 241.4 CH

4.4.10 JUVENILE FICTION CALL NUMBER

Juvenile fiction call number: prefix of "J", followed by FIC and first four letters of main entry.

- FIC – works of fiction and short stories

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4.4.11 JUVENILE NON-FICTION

- Juvenile Non-fiction call number: prefix of "J" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Juvenile Individual biography, autobiography: prefix of "J" followed by class number 921 followed by first two letters of biographee's last name.
- Juvenile Collective Biographies: prefix of "J" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "J" and Dewey number.
 - Radio Plays/Productions: CD J 791.447 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD J 791.447 BA
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD J 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare's Hamlet – CD J 822.33 HA
 - All other works: CD J 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Shakespeare without the boring bits – Humphrey Carpenter –

CD J 822.33 CA
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD J 241.4 CH

4.4.12 EARLY READER FICTION CALL NUMBER

Early Reader fiction call number: prefix "E1", followed by FIC and first four letter of main entry.

- FIC – works of fiction and short stories

4.4.13 EARLY READER NON-FICTION

- Early Reader Non-fiction call number: prefix of "E1" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Early Reader Individual biography, autobiography: prefix of "E1" followed by class number 921 followed by first two letters of biographee's last name.
- Early Reader Collective Biographies: prefix of "E1" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "E1" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E1 241.4 CH

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4.4.14 PICTURE BOOK FICTION CALL NUMBER

Picture book fiction call number: prefix "E", followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.15 PICTUREBOOK NON-FICTION

- Picture book Non-fiction call number: prefix of "E" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Picture book Individual biography, autobiography: prefix of "E" followed by class number 921 followed by first two letters of biographee's last name.
- Picture book Collective Biographies: prefix of "E" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "E" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E 241.4 CH

4.4.16 ELECTRONIC ITEM CONVERSION

The Contractor shall provide a MARC bib record with 949 containing no cataloging. Copy the specific item level and call number information delivered in electronic format via a FTP or an email attachment.

4.4.17 BIBLIOGRAPHIC RECORD DELIVERY

4.4.17.1 The Contractor shall supply a bibliographic record that includes the 949 copy information, within one (1) business day of orders being shipped from the Contractor.

4.4.17.2 The bibliographic records shall be delivered in MARC format via email attachment or FTP with email notification sent to specified APL contact.

4.4.17.3 The Contractor shall update the holdings in the OCLC database with the Library's holding symbol for all new titles cataloged for the library. Special accounts for the Contractor can be established for OCLC.

4.5 PHYSICAL PROCESSING

4.5.1 The Contractor shall be able to provide full processing of the Spoken Word Audiobooks (see Attachment A - B). The Contractor shall provide fully processed samples of Spoken Word Audiobooks for review and approval within five (5) business days as requested by the City. The samples will be used by the City to determine if the Contractor's processing meets the functionality requirements of quality, performance, and characteristics as described below:

4.5.1.1 The Contractor shall replace the manufacturers Spoken Word Audiobook case with a durable long lasting protective sleeve case.

4.5.1.2 The Contractor shall supply and provide a high quality digitally printed artwork cover which shall include the following (see Attachment A):

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- 4.5.1.2.1 White banners with the APL name/logo, positioned at top center of front side.
- 4.5.1.2.2 .75 inch X 2.0 inch Barcode labels containing the barcode number, vertically positioned on left mid-section of front side, and one horizontally positioned on the top left half section of back side. The Barcode labels shall include:
 - A unique thirteen (13) digit barcode with check digit in thirteenth position, using CODE 39 symbology.
 - The **Austin Public Library** name positioned below the barcode number.
 - An image that is readable by symbol laser barcode reader with code 39 and the 3M self-check system.
- 4.5.1.2.3 A 1.5" X 1" spine label, using Arial 11 point font, and positioned at the lower quarter of the spine section.
- 4.5.1.2.4 Content label showing how many discs are included, positioned at top right corner of front side and top left corner of back side.
- 4.5.1.3 The Contractor shall supply and apply a Stingray Radio-Frequency Identification (RFID) Full Disc Overlay Circular Security Tag to the first CD and a CD hub ring with matching barcode number to each CD. (Attachment B)
 - 4.5.1.3.1 APL will provide the Contractor with a barcode number sequence that shall be embedded on the barcode labels, match the hub ring, and programmed on the RFID Full Disc Overlay Security Tag.
 - 4.5.1.3.2 The Contractor shall supply the barcode labels.
 - 4.5.1.3.3 The Contractor shall enclose any additional materials within the case when supplied as part of Spoken Word Audiobook.

4.6 SHIPPING AND DELIVERY

- 4.6.1 The Contractor shall establish separate and distinct ship-to account numbers for each library location.
- 4.6.2 The Contractor shall deliver an average of 90% (percent) of the Spoken Word Audiobooks on all purchase orders within 10 business days of receipt of the order. The Contractor shall deliver pre-release orders within five (5) business days of the release date.
 - 4.6.2.1 The Contractor shall send a cancellation report to the City Contract Manager or designee for any titles that cannot be supplied, within one (1) business day after order receipt.
- 4.6.3 The Contractor shall only ship all copies of a title ordered on a purchase order. When a purchase order lists more than one title, only titles with the complete order of copies shall be shipped by the contractor.
- 4.6.4 The Contractor shall not substitute copies of a title ordered by APL.
- 4.6.5 The Contractor shall provide a purchase order report for any unfilled, delayed, open, and cancelled orders, including the number of unfilled/delayed titles and copies to the City Contract Manager or designee monthly if applicable, or as requested by the City. If this report cannot be downloadable from the Contractor's ordering system, the Contractor shall submit the reports electronically in Excel format.

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APL will review the report and notify the Contractor which open or unfilled orders to cancel. The Contractor shall provide a cancellation report to the City Contract Manager or designee upon request. If the report is not downloadable from the Contractor's ordering system, the Contractor shall submit the report electronically in Excel format.

4.6.6 The Contractor shall have the ability to track deliveries and shipments and provide the City with the information upon request.

4.6.7 The Contractor shall group orders to be shipped in the following intervals:

4.6.7.1 All locations shall receive shipments weekly.

4.6.8 The Contractor shall offer a pre-release program to supply the Library with new Spoken Word Audiobooks before the date the Spoken Word Audiobooks are available for sale to the public.

4.6.9 The Contractor shall insure that all deliveries are made inside the facility to the City Contract Manager designee. The Contractor shall not leave any deliveries outside of the library locations. City personnel shall not be requested to assist in transferring material inside the facility.

4.6.10 The contractor shall deliver the shipments Monday through Friday during library business hours of operation.

Library location hours may vary by location. Current library hours of operation are available through the following web link and are subject to change at any time:
<http://library.austintexas.gov/locations>.

4.6.11 The Contractor shall ship all partial processing or non-processed shipments delivered by carrier to Austin Public Library, Attn: ACCS NP, 635 N. Pleasant Valley Rd., Austin, Texas 78702.

RETURNS AND CUSTOMER SUPPORT

4.2.1. The Contractor shall guarantee all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

4.2.2. Items damaged in shipment, incorrect items, or defective items shall be returned to the Contractor for replacement or credit at no expense to the Austin Public Library. APL prefers no-charge replacement to receive credit. In the event that no correct or perfect replacement exists; a credit memo shall be issued to APL within 25 business days.

4.2.3. The Contractor shall assign one or more Contract Manager(s) that is responsible for providing customer service, support, and technical issue assistance to APL.

4.2.4. The Contractor shall provide APL the ability to create returns, and report shortages online, by email, and telephone.

4.2.5. The Contractor shall provide an option of a minimum of two day on-site assistance prior to the beginning of the Contract period, at the APL, at the Contractor's expense. This visit shall include spending time with APL Technical Services staff to discuss and train selection, ordering, cataloging and processing.

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5. CITY RESPONSIBILITIES

- 5.1. The City will assign a Contract number for the Contractor to reference. Releases will be made throughout the term of the Contract in the form of a Purchase Order.
- 5.2. The City will provide the Contractor with a list of authorized contacts to order for each APL location.

6. DELIVERABLES/MILESTONES

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Electronic Data Collection Portal	Setup and establish and online order system to accept orders	Within 30 Calendar upon the request by the City Contract Manager	Connection established between Contractor and the City	4.1.3.
Order System	Establish an order system	Within 30 Calendar upon the request by the City Contract Manager	Order system navigable	4.3.2.
Spoken Word Audiobooks and Records	Deliver Spoken Word Audiobooks and Biographical information	Within five (5) business days	Goods Delivered	4.5, 4.6
Purchase Order Reports	Report for any unfilled, delayed, open, and cancelled orders	Monthly	Report Received	4.6

**EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)**

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	45.0000%	\$22,000.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	45.0000%	\$14,850.00
Total Price (Section 1)=				\$36,850.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	* \$5.900	\$3,687.50
4	Appling Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$0.000	\$0.00
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$0.000	\$0.00

**EXHIBIT B - BID SHEET
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MA 8500 PA170000070

6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.000	\$0.00
7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$0.000	\$0.00
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$0.000	\$0.00
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$0.000	\$0.00
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$0.000	\$0.00
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$10.000	\$120.00
TOTAL PRICE (Section 2) =					\$3,807.50
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$40,657.50

*** Baker & Taylor's per unit price of \$5.90 is inclusive of items 3 through 10.**

The pricing outlined on this page and on Baker & Taylor's Appendix 2 is for CLS shelf-ready services and is a blended unit price based on the volume of material to be ordered, processing components requested, and the complexities of the library's cataloging requirements. Our Unit price is all inclusive of the services requested by the library including, but not limited to cataloging, processing, and project management. This price does not include Laminate Covers or Original Cataloging. CLS processing means the library receives and shelves the material right out of the cartons. CLS truly means system and shelf-ready. Please refer to Exhibit 1 for additional information.

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

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MA 8500 PA170000070

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
14	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

Contractor Name: Baker & Taylor, LLC

Offerors best delivery is 7-10 business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.

Note: Delivery Method: Our primary carrier is UPS (United Parcel Service), providing delivery for any shipment weighing 5 lbs. or more. Shipments of less than 5 lbs. will be delivered via United States Postal Service.

EXHIBIT 1 –PRICING PROPOSAL

SPOKEN WORD AUDIO MATERIAL

Based on the information contained in your solicitation we are pleased to propose the following pricing for **spoken word material**. Baker & Taylor/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Pricing is based upon the library's solicitation. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Baker & Taylor/CLS may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then CLS may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by CLS unless otherwise noted:

SPOKEN WORD AUDIO ONGOING COLLECTION SERVICES.....\$5.90/UNIT

INCLUDES:

1. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
2. Item Linking
3. Project Management Support
4. Repackage Spoken Word Audio Title into Protective Case
5. Digital Media Processing to Include: Artwork, White Banner with Austin Public Library's Name and Logo, Barcode, Spine Label, Content Label
6. Link and Affix Baker & Taylor Supplied Stingray RFID Overlay
7. CD Hub Label

ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:

Original Cataloging\$10.00/title

- * Baker & Taylor currently works with most RFID systems. Our tags operate at 13.56MHz, and are re-writeable, and fully compliant with ISO15693. If after compatibility testing B&T does not have the current software/hardware in place for the system chosen by the library, Baker & Taylor reserves the option to revise this pricing. In these instances customers should supply B&T unprogrammed RFID tags
- + For those records where cataloging is not available in the library's database or B&T's cataloging utility, CLS will provide an original cataloging record for \$10.00/title. Titles requiring original cataloging will be priced separately at \$10.00/title for the first copy of every title ordered. If multiple copies of a title are ordered, the \$10.00 charge will only apply once, however, the comprehensive cataloging and processing charge will apply to each unit including the initial unit that receives the \$10.00 charge.

EXHIBIT 2—RETURNS POLICY & CREDIT MEMO SAMPLE

INSTITUTIONAL RETURNS

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. *You may contact your appropriate representative via the toll-free number listed on your packing list.*

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. *All claims must be made within 45 days from the date of invoice.*

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary
2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. *Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.* Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. *All claims must be made within 45 days from the product's invoice date.* Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1

All returns should be sent to:

**Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599**

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

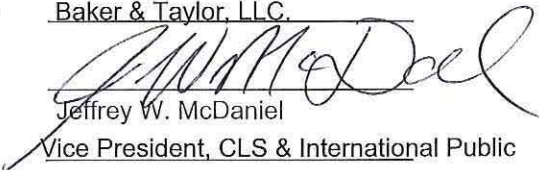
Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of September, 2017

CONTRACTOR
Authorized
Signature

Baker & Taylor, LLC


Jeffrey W. McDaniel

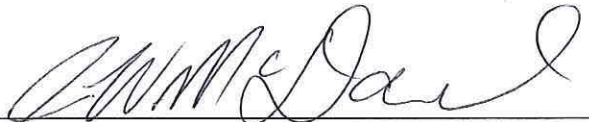
Title

Vice President, CLS & International Public
Libraries

EXHIBIT D
Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.



Signature of Officer or Authorized Rep. & Date

Printed Name: Jeffrey W. McDaniel

Title: Vice President, CLS & International Public Libraries



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 18, 2017

Ingram Library Services, LLC
Patrick McElhiney
One Ingram Blvd
La Vergne, TN 37086-1986
ilsbids@ingramcontent.com

Dear Mr. McElhiney:

The Austin City Council approved the execution of a contract with your company for spoken word audio books.

Responsible Department:	Austin Public Library
Department Contact Person:	Jorge Valle
Department Contact Email Address:	Jorge.Valle@austintexas.gov
Department Contact Telephone:	512-974-7432
Project Name:	Spoken Word Audio Books
Contractor Name:	Ingram Library Services, LLC
Contract Number:	PA170000070
Contract Period:	Initial Term: 09/18/17 – 09/17/19
Dollar Amount	\$430,000 Divided Among Four Contractors
Extension Options:	Three 12-Month Options of \$215,000 Divided Among Four Contractors
Requisition Number:	17052400544
Agenda Item Number:	40
Council Approval Date:	08/31/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore
Procurement Specialist III
City of Austin
Purchasing Office

cc: Jorge Valle

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Ingram Library Services, LLC
For
Spoken Word Audio Books
Contract No. MA 8500 PA170000070**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Ingram Library Services, LLC ("Contractor"), having offices at One Ingram Blvd, La Vergne, TN 37086-1986.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the goods and services set forth in Exhibit A, Contract Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Patrick McElhiney, Phone: (800)937-5300 x 35721, Email Address: ilsids@ingramcontent.com. The City's Contract Manager for the engagement shall be Jorge Valle, (512) 974-7432, Email Address: Jorge.Valle@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks as enumerated in Exhibit A-Contract Scope of Work.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid an estimated amount not-to-exceed \$430,000 for the initial twenty four (24) month term, and an estimated \$215,000 for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet .

3.2 **Economic Price Adjustment.**

3.2.1 **Price Adjustment.** Prices shown in this Contract shall remain firm for the first twelve month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed

fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial period quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2. **Adjustment-Requested Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2. If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU331106	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Publishing Sales, excluding software	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1, 2	

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU579	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Wholesale Trade Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 3-11	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.3.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be emailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Jorge Valle
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	ACCSAccountsPayable@austintexas.gov

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Final Payment and Close-Out.**

3.6.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.6.2 The making and acceptance of final payment will constitute:

3.6.2.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.2.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of twenty four (24) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in this paragraph. A price increase, subject to the provisions of this

Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of

the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.3 **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5.4 **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

5.5 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

5.6 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.7 **Special Tools & Test Equipment.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

5.8 **Equal Opportunity.**

5.8.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract.

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.9 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.10 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.11 Delays.

5.11.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.11.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.12 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.13 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall

immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

- 7.4.1 disposal of major assets;
- 7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
- 7.4.3 any significant termination or addition of provider contracts;
- 7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
- 7.4.6 reorganization, reduction and/or relocation in key personnel;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation against the Contractor; or
- 7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Mgmt Specialist

P O Box 1088

Austin, TX 78767

To the Contractor:

Ingram Library Services, LLC

ATTN: Patrick McElhiney, Sr. Contract Mgmt Specialist

One Ingram Blvd.

La Vergne, TN 37086-1986

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.


7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

INGRAM LIBRARY SERVICES, LLC

By: 
Signature

Name: Daniel S. Sheehan
Printed Name

Title: Vice President and General Manager

Date: September 12, 2017

CITY OF AUSTIN

By: 
Signature

Name: Matthew Dune
Printed Name

Title: Procurement Supervisor

Date: 9-18-17

List of Exhibits

Exhibit A	Contract Scope of Work
Exhibit B	Contractor's Bid Sheet
Exhibit C	City's Non Discrimination Certification
Exhibit D	City's Non-Suspension or Debarment Certification

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

1. PURPOSE

The City of Austin (City), seeks to contract with qualified vendors (Contractors) to supply the Austin Public Library (APL) with adult and juvenile Spoken Word Audiobooks in English, Spanish, and other languages. The Spoken Word Audiobooks shall be fully cataloged, able to be added to the inventory (holdings) records, processed to be "shelf ready" in accordance with the APL's requirements, and drop shipped to different APL locations. The City reserves the right to add or remove APL locations as needed.

2. BACKGROUND

The City's libraries consists of a Central Library, 20 branch libraries, and the Austin History Center. A new Central Library is under construction and is planned to open in 2017. APL uses the SirsiDynix Symphony, Integrated Library System (ILS) for acquisitions, cataloging, circulation, and Bibliocommons for the online public-access catalog. Upgrades to the ILS may occur as needed throughout the duration of this contract.

3. CONTRACTOR QUALIFICATIONS

- 3.1. Companies who have the ability, experience, organization, technical qualifications, stock, and facilities for handling the anticipated contract volume, type of materials specified, and who can provide standard services commonly related to wholesale Spoken Word Audiobook trade in English, Spanish and other languages, are invited to submit bids.
- 3.2. The Contractor shall be a regular wholesale business for a period of five (5) years or more, and shall carry a stock of Spoken Word Audiobooks in English, Spanish, and other languages to meet the needs of a public library system in a diverse urban setting.
- 3.3. The Contractor shall currently be supplying Spoken Word Audiobooks on contractual basis with a minimum of five (5) public libraries serving communities with populations of 250,000 or more. Customer references shall be submitted as required in Section 0700 of the solicitation.
- 3.4. The Contractor shall be in the business of supplying libraries with Spoken Word Audiobooks, collection development, cataloging, processing, drop shipping, and other related services for a minimum of three (3) consecutive years within the last five (5) years.
 - 3.4.1 The Contractor shall provide the appropriate number of staff required to provide the services and the appropriate timelines indicated in this Scope of Work. Staff assigned to catalog and process materials for APL shall be comparable to other Library systems similar in size.
 - 3.4.2. The Contractor's cataloging services and collection development units shall be managed by staff members with ALA accredited Masters of Library Science/Information Science degree and have at least 3 years professional experience in the field of collection development or cataloging or processing or related services as it pertains to their duties for the services requested in this contract in their fields. The City may request copies of the degrees and evidence of the experience of any staff assigned to the contract.
- 3.5. The Contractor's proprietary software and/or web based system shall be able to interact/interface and communicate with APL's SirsiDynix ILS, including any upgrades, as required by the City, to the SirsiDynix ILS.

4. CONTRACTOR RESPONSIBILITIES

4.1. Ordering System

- 4.1.2. The Contractor shall accept orders from APL in the following transmission formats:

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

- 4.1.2.1. Electronic Data Interchange (EDI) ; Extended BISAC (Book Industry Standards Advisory Committee), enhanced EDI and/or X12 formatted order file sent from APL's ILS
- 4.1.2.2. Contractor's online system
- 4.1.2.3. By fax
- 4.1.2.4. By phone
- 4.1.2.5. By e-mail
- 4.1.3. Prior to Contract award, the City may request a demonstration from the recommended Contractor of the Contractor's proprietary system to ensure it meets the requirements outlined herein. The purpose of the demonstration and access to test site shall be for the City to determine that the Contractor's system meets the functionality requirements of quality, performance, and characteristics as described herein, and desired by APL. Any system not meeting the functionality requirements may result in the disqualification of Contractor. Decisions of functionality shall be at the sole-interpretation and discretion of the City of Austin.
- 4.1.4. The Contractor shall have an order system that is capable of the following:
 - 4.1.4.1. The Contractor's order system shall allow APL Library staff to enter orders electronically and to have full order inquiring and tracking capabilities.
 - 4.1.4.2. The Contractor's order system shall have the ability for 9XX order structure containing fund, holding code, price and quantity.
 - 4.1.4.3. The Contractor's order system shall have the ability to download brief Machine Readable Cataloging (MARC) records with 9XX orders.
 - 4.1.4.3.1. Brief MARC records shall contain author, title, publisher, publisher number, unique match point number and 9XX field containing List Price, Fund code, Hold code, discount price, quantity and ISBN.
 - 4.1.4.3.2. Match point number shall be limited to one of the following:
 - 020 field containing thirteen (13) digit publisher assigned International Standard Book Number (ISBN)
 - 001 or 035 field containing Online Computer Library Center (OCLC) control number
 - 024 field containing twelve (12) digit Universal Product Code (UPC)
 - 4.1.4.3.3. Contractor's online system shall have the ability to designate or remove Field/Tags included in brief MARC records used to create orders.
 - 4.1.4.4. The Contractor's online system shall provide monthly statements for outstanding transactions for each Library account and status reports on cancellations, unfilled, and delayed orders. If the report is not downloadable, the City shall require reports to be submitted electronically in Excel format to APL upon request.

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4.2. FLEXIBILITY IN MEETING SPECIAL CIRCUMSTANCE AND NEEDS

- 4.2.1. The Contractor shall have the ability to meet special requests or adapt to changing needs that may occur during the term of the Contract.
- 4.2.2. "Blanket" or "Approval" purchase plans and open day collections may also be purchased under this agreement.
- 4.2.3. The Contractor shall provide ongoing support for online services, notification of new software releases and/or upgrade availability are available, and shall provide a toll free number and email address for technical support.
- 4.2.4. The Contractor shall have a database that offers multiple levels of access based on user profile settings.
- 4.2.5. The Contractor's online database shall have the ability to interact with APL's ILS, accommodating any process changes due to APL software upgrades or policy changes.

4.3. SELECTION TOOL SERVICES

- 4.3.1. The Contractor shall have access to selection lists and tools that complement their catalog to aid APL in material selection. The lists shall be available through the Contractor's software system and downloadable to Excel.
- 4.3.2. The Contractor's order system shall, at a minimum, include the following features:
 - 4.3.2.1. Multi-level access to the Contractor's order system.
 - 4.3.2.2. The ability to search by all of the following access points: Keyword, title, personal and/or corporate names, series, twelve (12) digit UPC, thirteen (13) digit publisher assigned ISBN, OCLC control number, and genre.
 - 4.3.2.3. The ability to do advance searches by all of the following access points: language, age group, and release date.
 - 4.3.2.4. The ability to access pre-built specialty carts/lists and advance notification system for new releases and upcoming "hot" titles.
 - 4.3.2.5. The ability to view title descriptions, physical information, Library of Congress (LC) subjects, and genre.
 - 4.3.2.6. The ability to view MARC-formatted records from selection list.
 - 4.3.2.7. The ability to create, merge, copy, and transfer private carts/lists for access to other APL staff.
 - 4.3.2.8. Real-time contractor inventory information showing number of items available and on order.
 - 4.3.2.9. The ability to know if a title has already been added to another cart/list by APL users.
 - 4.3.2.10. The ability to check to see if a cart/list has duplicate titles.
 - 4.3.2.11. The ability to sort carts/lists by the following: title, UPC, ISBN, price, number of discs, release date, and popularity/sales ranking.

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- 4.3.2.12. The ability to create and save templates with multiple holding and funds codes used in creating 9XX orders.
- 4.3.2.13. The ability to copy, transfer/move titles with applied templates to other carts/lists and maintain applied template.
- 4.3.2.14. The ability to globally add or change funds, locations, quantities and local notes for all items in a cart/list.
- 4.3.2.15. The ability to see real time discounted total price of carts/lists and individual items within carts/lists.
- 4.3.3. Contractor's software system preferred features:
 - 4.3.3.1. The ability to generate a report of expenditures on a single cart/list by fund and location.
 - 4.3.3.2. The ability to do advanced searches by language of original release, language of item, publisher number, Award nominations and winners, and rating system.
 - 4.3.3.3. The ability to view full front and back cover images

4.4. CATALOGING & CREATION OF BIBLIOGRAPHIC & HOLDING RECORDS

The Contractor shall be able to supply a full bibliographic record in MARC format and add holdings, except for multi-discs sets too large for one container.

4.4.1. CATALOGING LEVELS

The Contractor shall supply bibliographic record on at least one of the following levels:

- 4.4.1.1. Copy Cataloging: Bibliographic record obtained from OCLC, which meets at least minimum requirements of MARC records (See 9.3) and requires minimal editing. (i.e. verification and/or minimal modification of 1XX, 2XX, 3XX, 5XX, 6XX, 7XX)
- 4.4.1.2. Enhanced Cataloging: Bibliographic record obtained from OCLC, which does not meet at least minimum requirements of MARC records (See 4.4.3) and requires that the record be brought up to full cataloging standards. (i.e. LC CIP or IN PROCESS records, shall be upgraded to meet at least minimum requirements, Local Call number and be assigned subject headings)
- 4.4.1.3. Derived Cataloging: If no matching record is found in OCLC, a new bibliographic record is derived from an existing bibliographic record whereby minimal editing is required to meet at least minimum requirements of MARC record (See 4.4.3). (i.e. new record is created via derivation of different format, previous ed., or parallel record)
- 4.4.1.4. Original Cataloging: If no bibliographic record can be found in OCLC, requiring the Contractor's catalogers to create a record, assign name(s), subject headings, and Local Call number. Record shall at least meet minimum requirements of MARC records (See 4.4.3.).
- 4.4.1.5. Brief Record: No cataloging required, bibliographic record obtained from any source and shall contain author, title, publisher, Holdings 949 (see 4.4.4) and unique match point number in one or more of the following fields: 020 field containing thirteen (13)

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digit publisher assigned International Standard Book Number (ISBN), 001 or 035 field containing Online Computer Library Center (OCLC) control number, or 024 field containing twelve (12) digit Universal Product Code (UPC).

4.4.2. NEW BIBLIOGRAPHIC RECORDS

- 4.4.2.1. The Contractor shall be able to supply bibliographic record on at least one of the specified cataloging Levels. A unique bibliographic record shall be available for different packaging, editions/release, etc.
- 4.4.2.2. The Contractor shall search OCLC for records matching. The match criteria shall include: Title, author, publication date, edition, ISBN, UPC, and/or Publisher number.
- 4.4.2.3. If a matching bibliographic record cannot be found in OCLC, the Contractor shall supply an original or derived bibliographic record cataloged under Resource Description and Access (RDA) rules.
 - 4.4.2.3.1. Bibliographic record shall meet at least minimum requirements of MARC records (See 4.4.3.) and all other original cataloging and local specifications set out in this document.

4.4.3. MINIMUM MARC RECORD REQUIREMENTS

- 4.4.3.1. For all new bibliographic records provided, the records shall be in accordance with all national cataloging standards:
 - Anglo-American Cataloging Rules, 2nd edition, (AACR2) with latest revisions or editions.
 - RDA with any subsequent editions or revisions published during contract period.
 - MARC 21 format for Bibliographic Data, with any subsequent editions or revisions published during contract period.
 - LC Subject Headings, latest edition.
- 4.4.3.2. The new bibliographic records the Contractor supplies shall include the 949 field with call number and item level information for each copy (See 4.4.4.).
- 4.4.3.3. The Contractor shall include the following minimum field requirements for a single MARC record:
 - The record leader logical length shall be in bytes 0-4; and, valid codes for record status, record type and bibliographic records in bytes 5-7. Uppercase letters are not valid in these elements.
 - A record directory
 - (001) Control number
 - Subfield a OCLC Control Number
 - (007) Should be included in all records
 - (020) ISBN (13 digit) (if applicable)
 - Only one 13 digit ISBN corresponding to the item
 - (024 with 1st indicator value 1) UPC
 - (028) Publisher Number
 - (041) Language of soundtrack and subtitles should be noted in the 041 or 546 fields
 - (035) Local control number
 - Contractor shall use this field for any unique vendor number
 - (099) Call Number

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- See specifications for APL call numbers
- (1XX) Names or uniform title headings used as a main entry
- (240) Uniform title added entry if applicable
- (245) Title and statement of responsibility
- (246) Varying form of title if applicable
- (250) Edition field – Enter the edition statement
- (260) Publication, printing, distribution, issue, release or productions of work
 - Subfields a, b, and c required
 - RDA records shall not use the 260 field.
- (264) Publication information
 - Contractor shall provide publication date; supply missing parts of publication, distribution, or manufacture statements when necessary for understanding
- (300) Physical description of item
 - Subfields a, c and e (if applicable) required
- (336) Content type
 - Add \$a performed music \$2 rdacontent. Accept \$b if present. Accept other \$a if appropriate
- (337) Media type
 - Give \$a audio \$2 rdamedia. Accept \$b if present. Accept other \$a if appropriate, e.g. video
- (338) Carrier type
 - Add \$a audio disc \$2 rdacarrier. Accept \$b if present. Accept other \$a if appropriate, e.g. videodisc
- (344) Sound characteristics
 - Add \$a digital \$g stereo \$2 rdae
- (347) Digital file characteristics
 - Add \$a audio file \$b CD audio \$2 rda
- (490) Series statements if applicable
 - 490 series statement shall be supplied if applicable
 - Corresponding 8XX field shall be supplied if 490 containing first indicator 1 is used
- (500) Title source
 - Indicate where title is taken from
 - e.g. 500__ Title from disc label
- (505) Enhanced Contents notes are required for all songs listed
- (511) Performer
 - Add performers or members of the group
- (518) Place and date of capture
 - e.g. 518__Recorded in concert on September 20th 2014
- (538) System requirements
 - Required for enhanced CDs, SACDs, DVDs or Blu-rays included with the CDs
- (546) Languages of the soundtracks and subtitles should be noted in the 041 and 546 fields
- (6XX) Subject headings
 - Appropriate subject headings shall be supplied for work
- (7XX) Additional name and/or title access points
 - Contractor shall supply appropriate access points for work
- (8XX) Series added entries
 - Contractor shall supply corresponding 8XX field when appropriate 490 field containing first indicator 1 is present
- (9XX) Local processing
 - Contractor shall supply necessary item information in 949 field

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4.4.3.4. All 1XX, 7XX and 6XX fields shall be subject to authority control. OCLC authority file forms or other bibliographic database contracted by APL during the term of the contract shall be used for name and subject headings including:

4.4.3.4.1. 1XX, 7XX, and all 6XX fields with second indicator 0 when such forms exist.

4.4.4. 949 FIELD REQUIREMENTS

The Contractor's 949 fields shall contain the following item information:

- Subfield "a" (Call Number) Call number can be acquired from the following
- Call number supplied via x12 EDI order
- 099 all subfield "a"
- If more than one 099 field exists, call number prefix should correspond to the holding code or fund
 - Subfield "w" Class Scheme
- Class Scheme shall be entered as "DEWEY"
 - Subfield "h" Holding code
- Each item's Holding code specified in order shall be used
 - Subfield "i" Barcode Number
- Item Barcode number
 - Subfield "p" Price
- Each item's price shall reflect price from order and shall be in format \$0.00
 - Subfield "r" Circulation Flag
- Circulation Flag shall be entered as "Y"
 - Subfield "s" Permanent Flag
- Permanent Flag shall be entered as "Y"
 - Subfield "u" Acquisitions Date
- Date shall reflect the date order was sent and shall be in format MM/DD/YYYY

4.4.5. CALL NUMBER SPECIFICATIONS

The Contractor's call numbers shall contain the following item information:

- Field 099 shall be used for all call numbers. The call numbers are free text and no delimiters shall be used.
- All call numbers shall have the beginning prefix of CD
- No genres shall be used in the call number
- The cutter shall be composed of the first four letters of the main entry excluding leading articles.
- Non-fiction Call number using Dewey decimal classification, 23rd edition or subsequent edition or revision following all specifications regarding local call number conventions per library's call number specifications.

4.4.6 ADULT FICTION CALL NUMBER:

- Adult fiction call number: CD prefix followed by FIC and the first four letters of main entry all caps
- FIC – works of fiction and short stories

4.4.7 ADULT NON-FICTION:

- Adult Non-fiction call number: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by the first 2 letters of the main entry

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- Adult Individual biography, autobiography, critical works, artists/exhibition catalogs: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by cutter based on biographee, subject whose work is being discussed, the artist's last name with additional cutting by 1st letters of main entry.
- Adult Cutter number based on Cutter-Sanborn 4-figure table
- Collective Adult Biographies: Adult Non-fiction call number
- Special Call Numbers are constructed using the prefix CD and Dewey number.
 - Radio Plays/Productions: CD 791.4472 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD 791.4472 BA
 - Comedy Performances by a single performer or group: CD 792.76 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Never scared [sound recording] – Chris Rock CD 792.76 RO
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare's Hamlet – CD 822.33 HA
 - All other works: CD 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
Example: El amor como forma de vida – SPA CD 241.4 CH

4.4.8 YOUTH FICTION CALL NUMBER:

Youth fiction call number: prefix of "Y", followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.9 YOUTH NON-FICTION:

- Youth Non-fiction call number: prefix of "Y" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Youth Individual biography, autobiography: prefix of "Y" followed by class number 921 followed by first two letters of biographee's last name.
- Youth Collective Biographies: prefix of "Y" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "Y" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD Y 241.4 CH

4.4.10 JUVENILE FICTION CALL NUMBER

Juvenile fiction call number: prefix of "J", followed by FIC and first four letters of main entry.

- FIC – works of fiction and short stories

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4.4.11 JUVENILE NON-FICTION

- Juvenile Non-fiction call number: prefix of "J" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Juvenile Individual biography, autobiography: prefix of "J" followed by class number 921 followed by first two letters of biographee's last name.
- Juvenile Collective Biographies: prefix of "J" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "J" and Dewey number.
 - Radio Plays/Productions: CD J 791.447 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD J 791.447 BA
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD J 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare's Hamlet – CD J 822.33 HA
 - All other works: CD J 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Shakespeare without the boring bits – Humphrey Carpenter –

CD J 822.33 CA
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD J 241.4 CH

4.4.12 EARLY READER FICTION CALL NUMBER

Early Reader fiction call number: prefix "E1", followed by FIC and first four letter of main entry.

- FIC – works of fiction and short stories

4.4.13 EARLY READER NON-FICTION

- Early Reader Non-fiction call number: prefix of "E1" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Early Reader Individual biography, autobiography: prefix of "E1" followed by class number 921 followed by first two letters of biographee's last name.
- Early Reader Collective Biographies: prefix of "E1" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "E1" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E1 241.4 CH

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4.4.14 PICTURE BOOK FICTION CALL NUMBER

Picture book fiction call number: prefix "E", followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.15 PICTUREBOOK NON-FICTION

- Picture book Non-fiction call number: prefix of "E" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Picture book Individual biography, autobiography: prefix of "E" followed by class number 921 followed by first two letters of biographee's last name.
- Picture book Collective Biographies: prefix of "E" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "E" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E 241.4 CH

4.4.16 ELECTRONIC ITEM CONVERSION

The Contractor shall provide a MARC bib record with 949 containing no cataloging. Copy the specific item level and call number information delivered in electronic format via a FTP or an email attachment.

4.4.17 BIBLIOGRAPHIC RECORD DELIVERY

- 4.4.17.1 The Contractor shall supply a bibliographic record that includes the 949 copy information, within one (1) business day of orders being shipped from the Contractor.
- 4.4.17.2 The bibliographic records shall be delivered in MARC format via email attachment or FTP with email notification sent to specified APL contact.
- 4.4.17.3 The Contractor shall update the holdings in the OCLC database with the Library's holding symbol for all new titles cataloged for the library. Special accounts for the Contractor can be established for OCLC.

4.5 PHYSICAL PROCESSING

- 4.5.1 The Contractor shall be able to provide full processing of the Spoken Word Audiobooks (see Attachment A - B). The Contractor shall provide fully processed samples of Spoken Word Audiobooks for review and approval within five (5) business days as requested by the City. The samples will be used by the City to determine if the Contractor's processing meets the functionality requirements of quality, performance, and characteristics as described below:
 - 4.5.1.1 The Contractor shall replace the manufacturers Spoken Word Audiobook case with a durable long lasting protective sleeve case.
 - 4.5.1.2 The Contractor shall supply and provide a high quality digitally printed artwork cover which shall include the following (see Attachment A):

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- 4.5.1.2.1 White banners with the APL name/logo, positioned at top center of front side.
- 4.5.1.2.2 .75 inch X 2.0 inch Barcode labels containing the barcode number, vertically positioned on left mid-section of front side, and one horizontally positioned on the top left half section of back side. The Barcode labels shall include:
 - A unique thirteen (13) digit barcode with check digit in thirteenth position, using CODE 39 symbology.
 - The **Austin Public Library** name positioned below the barcode number.
 - An image that is readable by symbol laser barcode reader with code 39 and the 3M self-check system.
- 4.5.1.2.3 A 1.5" X 1" spine label, using Arial 11 point font, and positioned at the lower quarter of the spine section.
- 4.5.1.2.4 Content label showing how many discs are included, positioned at top right corner of front side and top left corner of back side.
- 4.5.1.3 The Contractor shall supply and apply a Stingray Radio-Frequency Identification (RFID) Full Disc Overlay Circular Security Tag to the first CD and a CD hub ring with matching barcode number to each CD. (Attachment B)
 - 4.5.1.3.1 APL will provide the Contractor with a barcode number sequence that shall be embedded on the barcode labels, match the hub ring, and programmed on the RFID Full Disc Overlay Security Tag.
 - 4.5.1.3.2 The Contractor shall supply the barcode labels.
 - 4.5.1.3.3 The Contractor shall enclose any additional materials within the case when supplied as part of Spoken Word Audiobook.

4.6 SHIPPING AND DELIVERY

- 4.6.1 The Contractor shall establish separate and distinct ship-to account numbers for each library location.
- 4.6.2 The Contractor shall deliver an average of 90% (percent) of the Spoken Word Audiobooks on all purchase orders within 10 business days of receipt of the order. The Contractor shall deliver pre-release orders within five (5) business days of the release date.
 - 4.6.2.1 The Contractor shall send a cancellation report to the City Contract Manager or designee for any titles that cannot be supplied, within one (1) business day after order receipt.
- 4.6.3 The Contractor shall only ship all copies of a title ordered on a purchase order. When a purchase order lists more than one title, only titles with the complete order of copies shall be shipped by the contractor.
- 4.6.4 The Contractor shall not substitute copies of a title ordered by APL.
- 4.6.5 The Contractor shall provide a purchase order report for any unfilled, delayed, open, and cancelled orders, including the number of unfilled/delayed titles and copies to the City Contract Manager or designee monthly if applicable, or as requested by the City. If this report cannot be downloadable from the Contractor's ordering system, the Contractor shall submit the reports electronically in Excel format.

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APL will review the report and notify the Contractor which open or unfilled orders to cancel. The Contractor shall provide a cancellation report to the City Contract Manager or designee upon request. If the report is not downloadable from the Contractor's ordering system, the Contractor shall submit the report electronically in Excel format.

4.6.6 The Contractor shall have the ability to track deliveries and shipments and provide the City with the information upon request.

4.6.7 The Contractor shall group orders to be shipped in the following intervals:

4.6.7.1 All locations shall receive shipments weekly.

4.6.8 The Contractor shall offer a pre-release program to supply the Library with new Spoken Word Audiobooks before the date the Spoken Word Audiobooks are available for sale to the public.

4.6.9 The Contractor shall insure that all deliveries are made inside the facility to the City Contract Manager designee. The Contractor shall not leave any deliveries outside of the library locations. City personnel shall not be requested to assist in transferring material inside the facility.

4.6.10 The contractor shall deliver the shipments Monday through Friday during library business hours of operation.

Library location hours may vary by location. Current library hours of operation are available through the following web link and are subject to change at any time:

<http://library.austintexas.gov/locations>.

4.6.11 The Contractor shall ship all partial processing or non-processed shipments delivered by carrier to Austin Public Library, Attn: ACCS NP, 635 N. Pleasant Valley Rd., Austin, Texas 78702.

RETURNS AND CUSTOMER SUPPORT

4.2.1. The Contractor shall guarantee all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

4.2.2. Items damaged in shipment, incorrect items, or defective items shall be returned to the Contractor for replacement or credit at no expense to the Austin Public Library. APL prefers no-charge replacement to receive credit. In the event that no correct or perfect replacement exists; a credit memo shall be issued to APL within 25 business days.

4.2.3. The Contractor shall assign one or more Contract Manager(s) that is responsible for providing customer service, support, and technical issue assistance to APL.

4.2.4. The Contractor shall provide APL the ability to create returns, and report shortages online, by email, and telephone.

4.2.5. The Contractor shall provide an option of a minimum of two day on-site assistance prior to the beginning of the Contract period, at the APL, at the Contractor's expense. This visit shall include spending time with APL Technical Services staff to discuss and train selection, ordering, cataloging and processing.

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5. CITY RESPONSIBILITIES

- 5.1. The City will assign a Contract number for the Contractor to reference. Releases will be made throughout the term of the Contract in the form of a Purchase Order.
- 5.2. The City will provide the Contractor with a list of authorized contacts to order for each APL location.

6. DELIVERABLES/MILESTONES

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Electronic Data Collection Portal	Setup and establish and online order system to accept orders	Within 30 Calendar upon the request by the City Contract Manager	Connection established between Contractor and the City	4.1.3.
Order System	Establish an order system	Within 30 Calendar upon the request by the City Contract Manager	Order system navigable	4.3.2.
Spoken Word Audiobooks and Records	Deliver Spoken Word Audiobooks and Biographical information	Within five (5) business days	Goods Delivered	4.5, 4.6
Purchase Order Reports	Report for any unfilled, delayed, open, and cancelled orders	Monthly	Report Received	4.6

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	46.0000%	\$21,600.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	10.0000%	\$24,300.00
Total Price (Section 1)=				\$45,900.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	\$3.890	\$2,431.25
4	Appling Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$0.320	\$200.00
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$2.000	\$1,250.00

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.000	\$0.00
7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$1.290	\$806.25
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$3.450	\$1,831.95
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$0.000	\$0.00
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$0.000	\$0.00
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$0.000	\$0.00

TOTAL PRICE (Section 2) = \$6,519.45

TOTAL PRICE PROPOSED (Sections 1 & 2) = \$52,419.45

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements – Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name <u>See Attached</u> Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

14	Name _____	_____	_____ % Discount
	Number _____		_____ or _____ % Markup

Contractor Name: Ingram Library Services, LLC

Offerors best delivery is 10-12 working days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.

Note: Delivery Method: UPS Ground

Labels

Hub Labels will be provided for a fee of \$0.25 per label. Any additional physical labels can be added at a fee of \$0.15 per label.

Item No. 4

Line item 4 reflects the fee to attach two physical barcodes to the digital artwork, as part of the special StingRay RFID/Barcode Sets that Ingram has procured for the APL project.

Item No. 5

The Spine Labels fee of \$2.00 per unit included on our Price Sheet reflects the fee for digital processing, which includes all digital labels.

Item No. 8

The Copy Cataloging fee of \$3.45 per unit included on our Price Sheet is a single, all-inclusive charge for cataloging services, which includes the following cataloging services. These services will be provided as appropriate.

- Search for Added Copy and Item linking in the Library ILS utilizing Z39.50 Protocol
- BookMARC Record via electronic delivery
- OCLC Search and Download
- Record Upgrade (inclusive of Item Nos 9 and 10)
- Original Record Creation (Item No 11)
- Call Number Creation

Record Upgrade includes CIP, OCLC Records (excluding Level 3), or other Level 5/7 records are brought up to FULL AACR2 / RDA /MARC 21 standards to correspond with item in hand.

Where existing or derived records are not available, Ingram catalogers can create an original record for spoken word audio materials with item in hand.

This pricing is based on the use of Ingram standard processing components and our understanding of the requirements as presented in the original IFB CRR0215, including OCLC numbers in the 001 field. Should the Library choose alternative solutions for your project, such as acceptance of OCLC numbers in the 035 field with the OCLC qualifier, we will be happy to provide revised pricing based. Ingram reserves the right to review shelf-ready pricing on an annual basis.

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

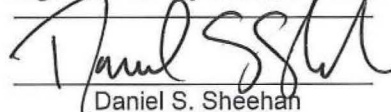
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of September, 2017

CONTRACTOR
Authorized
Signature

Title

Ingram Library Services LLC




Daniel S. Sheehan
Vice President and General Manager

EXHIBIT D
Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.

 September 12, 2017
Signature of Officer or Authorized Rep. & Date
Printed Name: Daniel S. Sheehan
Title: Vice President and General Manager



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 18, 2017

Midwest Tape LLC
Jeff Clark
1417 Timberwolf Drive
Holland, OH 43528
jclark@midwesttapes.com

Dear Mr. Clark:

The Austin City Council approved the execution of a contract with your company for spoken word audio books.

Responsible Department:	Austin Public Library
Department Contact Person:	Jorge Valle
Department Contact Email Address:	Jorge.Valle@austintexas.gov
Department Contact Telephone:	512-974-7432
Project Name:	Spoken Word Audio Books
Contractor Name:	Midwest Tape LLC
Contract Number:	PA170000070
Contract Period:	Initial Term: 09/18/17 – 09/17/19
Dollar Amount	\$430,000 Divided Among Four Contractors
Extension Options:	Three 12-Month Options of \$215,000 Divided Among Four Contractors
Requisition Number:	17052400544
Agenda Item Number:	40
Council Approval Date:	08/31/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore
Procurement Specialist III
City of Austin
Purchasing Office

cc: Jorge Valle

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Midwest Tape LLC
For
Spoken Word Audio Books
Contract No. MA 8500 PA170000070**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Midwest Tape LLC ("Contractor"), having offices at 1417 Timberwolf Drive, Holland OH 43528.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the goods and services set forth in Exhibit A, Contract Scope of Work.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be Jeff Clark, Phone: (800)875-2785, Email Address: jclark@midwesttapes.com. The City's Contract Manager for the engagement shall be Jorge Valle, (512) 974-7432, Email Address: Jorge.Valle@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 Contractor's Obligations. The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 Tasks. In order to accomplish the work described herein, the Contractor shall perform the tasks as enumerated in Exhibit A-Contract Scope of Work.

SECTION 3. COMPENSATION

3.1 Contract Amount. The Contractor will be paid an estimated amount not-to-exceed \$430,000 for the initial twenty four (24) month term, and an estimated \$215,000 for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet .

3.2 Economic Price Adjustment.

3.2.1 Price Adjustment. Prices shown in this Contract shall remain firm for the first twelve month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be

automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial period quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2. **Adjustment-Requested Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2. If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU331106	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Publishing Sales, excluding software	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1, 2	

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU579	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Wholesale Trade Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 3-11	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.3.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be emailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Jorge Valle
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	ACCSAccountsPayable@austintexas.gov

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Final Payment and Close-Out.**

3.6.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.6.2 The making and acceptance of final payment will constitute:

3.6.2.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.2.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of twenty four (24) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in this paragraph. A price increase, subject to the provisions of this

Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4.2 Right To Assurance. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 Default. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance: The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of

the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.3 **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5.4 **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

5.5 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

5.6 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.7 **Special Tools & Test Equipment.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

5.8 **Equal Opportunity.**

5.8.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract.

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.9 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.10 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.11 Delays.

5.11.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.11.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.12 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.13 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 Warranty – Services. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 Place and Condition of Work. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall

immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Mgmt Specialist

P O Box 1088

Austin, TX 78767

To the Contractor:

Midwest Tape LLC

ATTN: Jeff Clark, Account Executive

1417 Timberwolf Drive

Holland, OH 43528

7.10 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 Assignment-Delegation. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 Subcontractors.

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

MIDWEST TAPE LLC

By: 
Signature

Name: Sue Basink
Printed Name

Title: Vice President of Business Development

Date: 9-12-17

CITY OF AUSTIN

By: 
Signature

Name: Matthew Duce
Printed Name

Title: Procurement Supervisor

Date: 9-18-17

List of Exhibits

Exhibit A	Contract Scope of Work
Exhibit B	Contractor's Bid Sheet
Exhibit C	City's Non Discrimination Certification
Exhibit D	City's Non-Suspension or Debarment Certification

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

1. PURPOSE

The City of Austin (City), seeks to contract with qualified vendors (Contractors) to supply the Austin Public Library (APL) with adult and juvenile Spoken Word Audiobooks in English, Spanish, and other languages. The Spoken Word Audiobooks shall be fully cataloged, able to be added to the inventory (holdings) records, processed to be "shelf ready" in accordance with the APL's requirements, and drop shipped to different APL locations. The City reserves the right to add or remove APL locations as needed.

2. BACKGROUND

The City's libraries consists of a Central Library, 20 branch libraries, and the Austin History Center. A new Central Library is under construction and is planned to open in 2017. APL uses the SirsiDynix Symphony, Integrated Library System (ILS) for acquisitions, cataloging, circulation, and Bibliocommons for the online public-access catalog. Upgrades to the ILS may occur as needed throughout the duration of this contract.

3. CONTRACTOR QUALIFICATIONS

- 3.1. Companies who have the ability, experience, organization, technical qualifications, stock, and facilities for handling the anticipated contract volume, type of materials specified, and who can provide standard services commonly related to wholesale Spoken Word Audiobook trade in English, Spanish and other languages, are invited to submit bids.
- 3.2. The Contractor shall be a regular wholesale business for a period of five (5) years or more, and shall carry a stock of Spoken Word Audiobooks in English, Spanish, and other languages to meet the needs of a public library system in a diverse urban setting.
- 3.3. The Contractor shall currently be supplying Spoken Word Audiobooks on contractual basis with a minimum of five (5) public libraries serving communities with populations of 250,000 or more. Customer references shall be submitted as required in Section 0700 of the solicitation.
- 3.4. The Contractor shall be in the business of supplying libraries with Spoken Word Audiobooks, collection development, cataloging, processing, drop shipping, and other related services for a minimum of three (3) consecutive years within the last five (5) years.
 - 3.4.1 The Contractor shall provide the appropriate number of staff required to provide the services and the appropriate timelines indicated in this Scope of Work. Staff assigned to catalog and process materials for APL shall be comparable to other Library systems similar in size.
 - 3.4.2. The Contractor's cataloging services and collection development units shall be managed by staff members with ALA accredited Masters of Library Science/Information Science degree and have at least 3 years professional experience in the field of collection development or cataloging or processing or related services as it pertains to their duties for the services requested in this contract in their fields. The City may request copies of the degrees and evidence of the experience of any staff assigned to the contract.
- 3.5. The Contractor's proprietary software and/or web based system shall be able to interact/interface and communicate with APL's SirsiDynix ILS, including any upgrades, as required by the City, to the SirsiDynix ILS.

4. CONTRACTOR RESPONSIBILITIES

4.1. Ordering System

- 4.1.2. The Contractor shall accept orders from APL in the following transmission formats:

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- 4.1.2.1. Electronic Data Interchange (EDI) ; Extended BISAC (Book Industry Standards Advisory Committee), enhanced EDI and/or X12 formatted order file sent from APL's ILS
- 4.1.2.2. Contractor's online system
- 4.1.2.3. By fax
- 4.1.2.4. By phone
- 4.1.2.5. By e-mail
- 4.1.3. Prior to Contract award, the City may request a demonstration from the recommended Contractor of the Contractor's proprietary system to ensure it meets the requirements outlined herein. The purpose of the demonstration and access to test site shall be for the City to determine that the Contractor's system meets the functionality requirements of quality, performance, and characteristics as described herein, and desired by APL. Any system not meeting the functionality requirements may result in the disqualification of Contractor. Decisions of functionality shall be at the sole-interpretation and discretion of the City of Austin.
- 4.1.4. The Contractor shall have an order system that is capable of the following:
 - 4.1.4.1. The Contractor's order system shall allow APL Library staff to enter orders electronically and to have full order inquiring and tracking capabilities.
 - 4.1.4.2. The Contractor's order system shall have the ability for 9XX order structure containing fund, holding code, price and quantity.
 - 4.1.4.3. The Contractor's order system shall have the ability to download brief Machine Readable Cataloging (MARC) records with 9XX orders.
 - 4.1.4.3.1. Brief MARC records shall contain author, title, publisher, publisher number, unique match point number and 9XX field containing List Price, Fund code, Hold code, discount price, quantity and ISBN.
 - 4.1.4.3.2. Match point number shall be limited to one of the following:
 - 020 field containing thirteen (13) digit publisher assigned International Standard Book Number (ISBN)
 - 001 or 035 field containing Online Computer Library Center (OCLC) control number
 - 024 field containing twelve (12) digit Universal Product Code (UPC)
 - 4.1.4.3.3. Contractor's online system shall have the ability to designate or remove Field/Tags included in brief MARC records used to create orders.
 - 4.1.4.4. The Contractor's online system shall provide monthly statements for outstanding transactions for each Library account and status reports on cancellations, unfilled, and delayed orders. If the report is not downloadable, the City shall require reports to be submitted electronically in Excel format to APL upon request.

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4.2. FLEXIBILITY IN MEETING SPECIAL CIRCUMSTANCE AND NEEDS

- 4.2.1. The Contractor shall have the ability to meet special requests or adapt to changing needs that may occur during the term of the Contract.
- 4.2.2. "Blanket" or "Approval" purchase plans and open day collections may also be purchased under this agreement.
- 4.2.3. The Contractor shall provide ongoing support for online services, notification of new software releases and/or upgrade availability are available, and shall provide a toll free number and email address for technical support.
- 4.2.4. The Contractor shall have a database that offers multiple levels of access based on user profile settings.
- 4.2.5. The Contractor's online database shall have the ability to interact with APL's ILS, accommodating any process changes due to APL software upgrades or policy changes.

4.3. SELECTION TOOL SERVICES

- 4.3.1. The Contractor shall have access to selection lists and tools that complement their catalog to aid APL in material selection. The lists shall be available through the Contractor's software system and downloadable to Excel.
- 4.3.2. The Contractor's order system shall, at a minimum, include the following features:
 - 4.3.2.1. Multi-level access to the Contractor's order system.
 - 4.3.2.2. The ability to search by all of the following access points: Keyword, title, personal and/or corporate names, series, twelve (12) digit UPC, thirteen (13) digit publisher assigned ISBN, OCLC control number, and genre.
 - 4.3.2.3. The ability to do advance searches by all of the following access points: language, age group, and release date.
 - 4.3.2.4. The ability to access pre-built specialty carts/lists and advance notification system for new releases and upcoming "hot" titles.
 - 4.3.2.5. The ability to view title descriptions, physical information, Library of Congress (LC) subjects, and genre.
 - 4.3.2.6. The ability to view MARC-formatted records from selection list.
 - 4.3.2.7. The ability to create, merge, copy, and transfer private carts/lists for access to other APL staff.
 - 4.3.2.8. Real-time contractor inventory information showing number of items available and on order.
 - 4.3.2.9. The ability to know if a title has already been added to another cart/list by APL users.
 - 4.3.2.10. The ability to check to see if a cart/list has duplicate titles.
 - 4.3.2.11. The ability to sort carts/lists by the following: title, UPC, ISBN, price, number of discs, release date, and popularity/sales ranking.

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- 4.3.2.12. The ability to create and save templates with multiple holding and funds codes used in creating 9XX orders.
- 4.3.2.13. The ability to copy, transfer/move titles with applied templates to other carts/lists and maintain applied template.
- 4.3.2.14. The ability to globally add or change funds, locations, quantities and local notes for all items in a cart/list.
- 4.3.2.15. The ability to see real time discounted total price of carts/lists and individual items within carts/lists.
- 4.3.3. Contractor's software system preferred features:
 - 4.3.3.1. The ability to generate a report of expenditures on a single cart/list by fund and location.
 - 4.3.3.2. The ability to do advanced searches by language of original release, language of item, publisher number, Award nominations and winners, and rating system.
 - 4.3.3.3. The ability to view full front and back cover images

4.4. CATALOGING & CREATION OF BIBLIOGRAPHIC & HOLDING RECORDS

The Contractor shall be able to supply a full bibliographic record in MARC format and add holdings, except for multi-discs sets too large for one container.

4.4.1. CATALOGING LEVELS

The Contractor shall supply bibliographic record on at least one of the following levels:

- 4.4.1.1. Copy Cataloging: Bibliographic record obtained from OCLC, which meets at least minimum requirements of MARC records (See 9.3) and requires minimal editing. (i.e. verification and/or minimal modification of 1XX, 2XX, 3XX, 5XX, 6XX, 7XX)
- 4.4.1.2. Enhanced Cataloging: Bibliographic record obtained from OCLC, which does not meet at least minimum requirements of MARC records (See 4.4.3) and requires that the record be brought up to full cataloging standards. (i.e. LC CIP or IN PROCESS records, shall be upgraded to meet at least minimum requirements, Local Call number and be assigned subject headings)
- 4.4.1.3. Derived Cataloging: If no matching record is found in OCLC, a new bibliographic record is derived from an existing bibliographic record whereby minimal editing is required to meet at least minimum requirements of MARC record (See 4.4.3). (i.e. new record is created via derivation of different format, previous ed., or parallel record)
- 4.4.1.4. Original Cataloging: If no bibliographic record can be found in OCLC, requiring the Contractor's catalogers to create a record, assign name(s), subject headings, and Local Call number. Record shall at least meet minimum requirements of MARC records (See 4.4.3.).
- 4.4.1.5. Brief Record: No cataloging required, bibliographic record obtained from any source and shall contain author, title, publisher, Holdings 949 (see 4.4.4) and unique match point number in one or more of the following fields: 020 field containing thirteen (13)

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digit publisher assigned International Standard Book Number (ISBN), 001 or 035 field containing Online Computer Library Center (OCLC) control number, or 024 field containing twelve (12) digit Universal Product Code (UPC).

4.4.2. NEW BIBLIOGRAPHIC RECORDS

- 4.4.2.1. The Contractor shall be able to supply bibliographic record on at least one of the specified cataloging Levels. A unique bibliographic record shall be available for different packaging, editions/release, etc.
- 4.4.2.2. The Contractor shall search OCLC for records matching. The match criteria shall include: Title, author, publication date, edition, ISBN, UPC, and/or Publisher number.
- 4.4.2.3. If a matching bibliographic record cannot be found in OCLC, the Contractor shall supply an original or derived bibliographic record cataloged under Resource Description and Access (RDA) rules.
 - 4.4.2.3.1. Bibliographic record shall meet at least minimum requirements of MARC records (See 4.4.3.) and all other original cataloging and local specifications set out in this document.

4.4.3. MINIMUM MARC RECORD REQUIREMENTS

- 4.4.3.1. For all new bibliographic records provided, the records shall be in accordance with all national cataloging standards:
 - Anglo-American Cataloging Rules, 2nd edition, (AACR2) with latest revisions or editions.
 - RDA with any subsequent editions or revisions published during contract period.
 - MARC 21 format for Bibliographic Data, with any subsequent editions or revisions published during contract period.
 - LC Subject Headings, latest edition.
- 4.4.3.2. The new bibliographic records the Contractor supplies shall include the 949 field with call number and item level information for each copy (See 4.4.4.).
- 4.4.3.3. The Contractor shall include the following minimum field requirements for a single MARC record:
 - The record leader logical length shall be in bytes 0-4; and, valid codes for record status, record type and bibliographic records in bytes 5-7. Uppercase letters are not valid in these elements.
 - A record directory
 - (001) Control number
 - Subfield a OCLC Control Number
 - (007) Should be included in all records
 - (020) ISBN (13 digit) (if applicable)
 - Only one 13 digit ISBN corresponding to the item
 - (024 with 1st indicator value 1) UPC
 - (028) Publisher Number
 - (041) Language of soundtrack and subtitles should be noted in the 041 or 546 fields
 - (035) Local control number
 - Contractor shall use this field for any unique vendor number
 - (099) Call Number

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- See specifications for APL call numbers
- (1XX) Names or uniform title headings used as a main entry
- (240) Uniform title added entry if applicable
- (245) Title and statement of responsibility
- (246) Varying form of title if applicable
- (250) Edition field – Enter the edition statement
- (260) Publication, printing, distribution, issue, release or productions of work
 - Subfields a, b, and c required
 - RDA records shall not use the 260 field.
- (264) Publication information
 - Contractor shall provide publication date; supply missing parts of publication, distribution, or manufacture statements when necessary for understanding
- (300) Physical description of item
 - Subfields a, c and e (if applicable) required
- (336) Content type
 - Add \$a performed music \$2 rdacontent. Accept \$b if present. Accept other \$a if appropriate
- (337) Media type
 - Give \$a audio \$2 rdamedia. Accept \$b if present. Accept other \$a if appropriate, e.g. video
- (338) Carrier type
 - Add \$a audio disc \$2 rdacarrier. Accept \$b if present. Accept other \$a if appropriate, e.g. videodisc
- (344) Sound characteristics
 - Add \$a digital \$g stereo \$2 rdae
- (347) Digital file characteristics
 - Add \$a audio file \$b CD audio \$2 rda
- (490) Series statements if applicable
 - 490 series statement shall be supplied if applicable
 - Corresponding 8XX field shall be supplied if 490 containing first indicator 1 is used
- (500) Title source
 - Indicate where title is taken from
 - e.g. 500__ Title from disc label
- (505) Enhanced Contents notes are required for all songs listed
- (511) Performer
 - Add performers or members of the group
- (518) Place and date of capture
 - e.g. 518__ Recorded in concert on September 20th 2014
- (538) System requirements
 - Required for enhanced CDs, SACDs, DVDs or Blu-rays included with the CDs
- (546) Languages of the soundtracks and subtitles should be noted in the 041 and 546 fields
- (6XX) Subject headings
 - Appropriate subject headings shall be supplied for work
- (7XX) Additional name and/or title access points
 - Contractor shall supply appropriate access points for work
- (8XX) Series added entries
 - Contractor shall supply corresponding 8XX field when appropriate 490 field containing first indicator 1 is present
- (9XX) Local processing
 - Contractor shall supply necessary item information in 949 field

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4.4.3.4. All 1XX, 7XX and 6XX fields shall be subject to authority control. OCLC authority file forms or other bibliographic database contracted by APL during the term of the contract shall be used for name and subject headings including:

4.4.3.4.1. 1XX, 7XX, and all 6XX fields with second indicator 0 when such forms exist.

4.4.4. 949 FIELD REQUIREMENTS

The Contractor's 949 fields shall contain the following item information:

- Subfield "a" (Call Number) Call number can be acquired from the following
- Call number supplied via x12 EDI order
- 099 all subfield "a"
- If more than one 099 field exists, call number prefix should correspond to the holding code or fund
 - Subfield "w" Class Scheme
- Class Scheme shall be entered as "DEWEY"
 - Subfield "h" Holding code
- Each item's Holding code specified in order shall be used
 - Subfield "i" Barcode Number
- Item Barcode number
 - Subfield "p" Price
- Each item's price shall reflect price from order and shall be in format \$0.00
 - Subfield "r" Circulation Flag
- Circulation Flag shall be entered as "Y"
 - Subfield "s" Permanent Flag
- Permanent Flag shall be entered as "Y"
 - Subfield "u" Acquisitions Date
- Date shall reflect the date order was sent and shall be in format MM/DD/YYYY

4.4.5. CALL NUMBER SPECIFICATIONS

The Contractor's call numbers shall contain the following item information:

- Field 099 shall be used for all call numbers. The call numbers are free text and no delimiters shall be used.
- All call numbers shall have the beginning prefix of CD
- No genres shall be used in the call number
- The cutter shall be composed of the first four letters of the main entry excluding leading articles.
- Non-fiction Call number using Dewey decimal classification, 23rd edition or subsequent edition or revision following all specifications regarding local call number conventions per library's call number specifications.

4.4.6 ADULT FICTION CALL NUMBER:

- Adult fiction call number: CD prefix followed by FIC and the first four letters of main entry all caps
- FIC – works of fiction and short stories

4.4.7 ADULT NON-FICTION:

- Adult Non-fiction call number: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by the first 2 letters of the main entry

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- Adult Individual biography, autobiography, critical works, artists/exhibition catalogs: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by cutter based on biographee, subject whose work is being discussed, the artist's last name with additional cutting by 1st letters of main entry.
- Adult Cutter number based on Cutter-Sanborn 4-figure table
- Collective Adult Biographies: Adult Non-fiction call number
- Special Call Numbers are constructed using the prefix CD and Dewey number.
 - Radio Plays/Productions: CD 791.4472 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD 791.4472 BA
 - Comedy Performances by a single performer or group: CD 792.76 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Never scared [sound recording] – Chris Rock CD 792.76 RO
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare's Hamlet – CD 822.33 HA
 - All other works: CD 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
Example: El amor como forma de vida – SPA CD 241.4 CH

4.4.8 YOUTH FICTION CALL NUMBER:

Youth fiction call number: prefix of "Y", followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.9 YOUTH NON-FICTION:

- Youth Non-fiction call number: prefix of "Y" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Youth Individual biography, autobiography: prefix of "Y" followed by class number 921 followed by first two letters of biographee's last name.
- Youth Collective Biographies: prefix of "Y" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "Y" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD Y 241.4 CH

4.4.10 JUVENILE FICTION CALL NUMBER

Juvenile fiction call number: prefix of "J", followed by FIC and first four letters of main entry.

- FIC – works of fiction and short stories

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4.4.11 JUVENILE NON-FICTION

- Juvenile Non-fiction call number: prefix of "J" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Juvenile Individual biography, autobiography: prefix of "J" followed by class number 921 followed by first two letters of biographee's last name.
- Juvenile Collective Biographies: prefix of "J" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "J" and Dewey number.
 - Radio Plays/Productions: CD J 791.447 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD J 791.447 BA
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD J 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare's Hamlet – CD J 822.33 HA
 - All other works: CD J 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Shakespeare without the boring bits – Humphrey Carpenter –

CD J 822.33 CA
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD J 241.4 CH

4.4.12 EARLY READER FICTION CALL NUMBER

Early Reader fiction call number: prefix "E1", followed by FIC and first four letter of main entry.

- FIC – works of fiction and short stories

4.4.13 EARLY READER NON-FICTION

- Early Reader Non-fiction call number: prefix of "E1" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Early Reader Individual biography, autobiography: prefix of "E1" followed by class number 921 followed by first two letters of biographee's last name.
- Early Reader Collective Biographies: prefix of "E1" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "E1" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E1 241.4 CH

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

4.4.14 PICTURE BOOK FICTION CALL NUMBER

Picture book fiction call number: prefix "E", followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.15 PICTUREBOOK NON-FICTION

- Picture book Non-fiction call number: prefix of "E" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Picture book Individual biography, autobiography: prefix of "E" followed by class number 921 followed by first two letters of biographee's last name.
- Picture book Collective Biographies: prefix of "E" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "E" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E 241.4 CH

4.4.16 ELECTRONIC ITEM CONVERSION

The Contractor shall provide a MARC bib record with 949 containing no cataloging. Copy the specific item level and call number information delivered in electronic format via a FTP or an email attachment.

4.4.17 BIBLIOGRAPHIC RECORD DELIVERY

- 4.4.17.1 The Contractor shall supply a bibliographic record that includes the 949 copy information, within one (1) business day of orders being shipped from the Contractor.
- 4.4.17.2 The bibliographic records shall be delivered in MARC format via email attachment or FTP with email notification sent to specified APL contact.
- 4.4.17.3 The Contractor shall update the holdings in the OCLC database with the Library's holding symbol for all new titles cataloged for the library. Special accounts for the Contractor can be established for OCLC.

4.5 PHYSICAL PROCESSING

- 4.5.1 The Contractor shall be able to provide full processing of the Spoken Word Audiobooks (see Attachment A - B). The Contractor shall provide fully processed samples of Spoken Word Audiobooks for review and approval within five (5) business days as requested by the City. The samples will be used by the City to determine if the Contractor's processing meets the functionality requirements of quality, performance, and characteristics as described below:
 - 4.5.1.1 The Contractor shall replace the manufacturers Spoken Word Audiobook case with a durable long lasting protective sleeve case.
 - 4.5.1.2 The Contractor shall supply and provide a high quality digitally printed artwork cover which shall include the following (see Attachment A):

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

- 4.5.1.2.1 White banners with the APL name/logo, positioned at top center of front side.
- 4.5.1.2.2 .75 inch X 2.0 inch Barcode labels containing the barcode number, vertically positioned on left mid-section of front side, and one horizontally positioned on the top left half section of back side. The Barcode labels shall include:
 - A unique thirteen (13) digit barcode with check digit in thirteenth position, using CODE 39 symbology.
 - The **Austin Public Library** name positioned below the barcode number.
 - An image that is readable by symbol laser barcode reader with code 39 and the 3M self-check system.
- 4.5.1.2.3 A 1.5" X 1" spine label, using Arial 11 point font, and positioned at the lower quarter of the spine section.
- 4.5.1.2.4 Content label showing how many discs are included, positioned at top right corner of front side and top left corner of back side.
- 4.5.1.3 The Contractor shall supply and apply a Stingray Radio-Frequency Identification (RFID) Full Disc Overlay Circular Security Tag to the first CD and a CD hub ring with matching barcode number to each CD. (Attachment B)
 - 4.5.1.3.1 APL will provide the Contractor with a barcode number sequence that shall be embedded on the barcode labels, match the hub ring, and programmed on the RFID Full Disc Overlay Security Tag.
 - 4.5.1.3.2 The Contractor shall supply the barcode labels.
 - 4.5.1.3.3 The Contractor shall enclose any additional materials within the case when supplied as part of Spoken Word Audiobook.

4.6 SHIPPING AND DELIVERY

- 4.6.1 The Contractor shall establish separate and distinct ship-to account numbers for each library location.
- 4.6.2 The Contractor shall deliver an average of 90% (percent) of the Spoken Word Audiobooks on all purchase orders within 10 business days of receipt of the order. The Contractor shall deliver pre-release orders within five (5) business days of the release date.
 - 4.6.2.1 The Contractor shall send a cancellation report to the City Contract Manager or designee for any titles that cannot be supplied, within one (1) business day after order receipt.
- 4.6.3 The Contractor shall only ship all copies of a title ordered on a purchase order. When a purchase order lists more than one title, only titles with the complete order of copies shall be shipped by the contractor.
- 4.6.4 The Contractor shall not substitute copies of a title ordered by APL.
- 4.6.5 The Contractor shall provide a purchase order report for any unfilled, delayed, open, and cancelled orders, including the number of unfilled/delayed titles and copies to the City Contract Manager or designee monthly if applicable, or as requested by the City. If this report cannot be downloadable from the Contractor's ordering system, the Contractor shall submit the reports electronically in Excel format.

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

APL will review the report and notify the Contractor which open or unfilled orders to cancel. The Contractor shall provide a cancellation report to the City Contract Manager or designee upon request. If the report is not downloadable from the Contractor's ordering system, the Contractor shall submit the report electronically in Excel format.

4.6.6 The Contractor shall have the ability to track deliveries and shipments and provide the City with the information upon request.

4.6.7 The Contractor shall group orders to be shipped in the following intervals:

4.6.7.1 All locations shall receive shipments weekly.

4.6.8 The Contractor shall offer a pre-release program to supply the Library with new Spoken Word Audiobooks before the date the Spoken Word Audiobooks are available for sale to the public.

4.6.9 The Contractor shall insure that all deliveries are made inside the facility to the City Contract Manager designee. The Contractor shall not leave any deliveries outside of the library locations. City personnel shall not be requested to assist in transferring material inside the facility.

4.6.10 The contractor shall deliver the shipments Monday through Friday during library business hours of operation.

Library location hours may vary by location. Current library hours of operation are available through the following web link and are subject to change at any time:
<http://library.austintexas.gov/locations>.

4.6.11 The Contractor shall ship all partial processing or non-processed shipments delivered by carrier to Austin Public Library, Attn: ACCS NP, 635 N. Pleasant Valley Rd., Austin, Texas 78702.

RETURNS AND CUSTOMER SUPPORT

4.2.1. The Contractor shall guarantee all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

4.2.2. Items damaged in shipment, incorrect items, or defective items shall be returned to the Contractor for replacement or credit at no expense to the Austin Public Library. APL prefers no-charge replacement to receive credit. In the event that no correct or perfect replacement exists; a credit memo shall be issued to APL within 25 business days.

4.2.3. The Contractor shall assign one or more Contract Manager(s) that is responsible for providing customer service, support, and technical issue assistance to APL.

4.2.4. The Contractor shall provide APL the ability to create returns, and report shortages online, by email, and telephone.

4.2.5. The Contractor shall provide an option of a minimum of two day on-site assistance prior to the beginning of the Contract period, at the APL, at the Contractor's expense. This visit shall include spending time with APL Technical Services staff to discuss and train selection, ordering, cataloging and processing.

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

5. CITY RESPONSIBILITIES

- 5.1. The City will assign a Contract number for the Contractor to reference. Releases will be made throughout the term of the Contract in the form of a Purchase Order.
- 5.2. The City will provide the Contractor with a list of authorized contacts to order for each APL location.

6. DELIVERABLES/MILESTONES

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Electronic Data Collection Portal	Setup and establish and online order system to accept orders	Within 30 Calendar upon the request by the City Contract Manager	Connection established between Contractor and the City	4.1.3.
Order System	Establish an order system	Within 30 Calendar upon the request by the City Contract Manager	Order system navigable	4.3.2.
Spoken Word Audiobooks and Records	Deliver Spoken Word Audiobooks and Biographical information	Within five (5) business days	Goods Delivered	4.5, 4.6
Purchase Order Reports	Report for any unfilled, delayed, open, and cancelled orders	Monthly	Report Received	4.6

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	0.0000%	\$40,000.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	0.0000%	\$27,000.00
Total Price (Section 1)=				\$67,000.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	\$0.000	\$0.00
4	Applying Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$1.000	\$625.00
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$0.500	\$312.50

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.500	\$312.50
7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$1.500	\$937.50
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$1.200	\$637.20
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$1.200	\$74.40
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$1.200	\$21.60
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$1.200	\$14.40
TOTAL PRICE (Section 2) =					\$2,935.10
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$69,935.10

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

14	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
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Contractor Name: Midwest Tapes, LLC

Offerors best delivery is 7-10 business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.

Note: Delivery Method: Fed EX Courier



August 11, 2017

Monica L. McClure
Contract Management Specialist IV
City of Austin Purchasing Office
124 W. 8th St., Suite 310
Austin, Texas 78701

RE: Midwest Tape Summary of Services provided

Dear Ms. McClure:

Thank you for allowing us to present to you a summary of the services Midwest Tape can provide to the Austin Public Library's (APL) for their Audiobook purchases.

Midwest Tape sells Audiobooks at the listed retail price; we include in this price our very own library SoundSafe Case (an \$8.00 value). Cases and inner sleeves used in our packaging are selected based upon quality and durability, which help extend the life of the product due to the nature of repetitive use at the library. Shelf-ready audiobooks eliminate additional library time, money and effort in repackaging (an additional \$12 in ancillary labor savings).

Midwest Tape changed the industry with its audiobook offering which now allows libraries to realize nearly a 50% cost savings from the Library Edition versions once purchased.

Processing - Midwest Tape provides Variable Integrated Processing (VIP) for the exclusive use of our customers. Midwest Tape's Digital Processing Services allow you to get titles to your patrons faster by providing shelf-ready products. (VIP) program uses imaging technology to create customized digital packaging and data services:

- Shrink wrap removal
- Security labels
- Case standardization
- RFID management
- Branch-specific drop shipping
- Combo-pack processing

Our Digital Processing Services are available across formats.

Digital processing services specific to Austin Public Library's Audiobooks will include the following:

VIP LIBRARY LOGO
VIP BARCODE
VIP SPINE LABEL
NUMBER OF DISCS INDICATOR

The image will appear as such and is placed within the SoundSafe™ case:



Hand-applied by our team:

STINGRAY OVERLAY – MWT SUPPLIED & ACTIVATED

MWT CREATED HUB LABEL – EVERY DISC

The cost of digitally integrating the library's labels and the hand-application of RFID (with activation services) is \$3.50 per item.

Please note that our processing services are not charged on an ala carte basis. The pricing offered to Austin Public Library is inclusive of all required services noted above. The price breakdown on the Pricing Form was provided per the form's instructions.

Cataloging – From Vendor records to customized cataloging, you can select what record is best for your library. Local editing practices such as barcode linking and free attached holdings are available through the Midwest Tape-OCCL partnership program. Due to the flexible nature of this program, you can also change the type of record for your library at any time.

Vendor MARC records (free of charge): The records can be downloaded directly from our website at the time of order with specialized 9xx order tag programming available to better assist your library with downloading of information into the Symphony ILS program.

Item Records (\$0.25) – Per your library's request, all audiobooks titles ordered are provide an Item record link when invoiced and then sent via File Transfer Protocol (FTP). The library can then utilize those item tags within their OPAC system.

Full MARC records (\$1.20 per title): Should your library require, we do offer Full MARC Records. These records are a valuable by-product of the Midwest Tape created Level K record and are completed by OCLC. This most popular level of record is what your library can access through WorldCat, but at a fraction of the cost of direct access through a yearly membership to WorldCat. This level of record is most commonly used by our library customers for today's most popular audiovisual materials. When your library orders a title, we will first check to see if you already own that title. If no title ownership is



found, we will provide the Full Record and each copy will then be linked into a 949 cataloging tag for a per tag charge of \$0.25.

Per the Pricing Form each level of cataloging noted can be accommodated for through our Full MARC Record.

Free of charge are our Value added services for Austin Public Library:

- Re-packaging of Audiobooks into our durable SoundSafe case (included in published pricing)
- Highly intuitive, customizable, yet user friendly website with multiple user access assigned at authorization levels to fit your workflow
- Many collection development tools tailored specifically to your library (fund, branch, etc.)
- Five different levels of duplicate checks to minimize duplicate orders
- Direct links to your OPAC
- Full image views (front, back & spine) of most any product in our 250,000+ database
- Complete critics review access for each individual title
- Downloadable brief records and excel files
- 9xx record loading, EDI ordering, electronic invoicing and expert ILS coordination
- Opening Day Collection Project Coordination and Collection Development
- Customized Standing Order Plans allowing you to be in control (no contracts and no minimums)

Austin Public Library has been a valued and trusted partner of Midwest Tape for more than fifteen years. Your library will always receive our high level of customer support. Since all services being requested for your library are currently in place with Midwest Tape, there will be no delay or transition issues. We appreciate your business and look forward to continuing our long-standing relationship.

The signature below acknowledged full authority to enter into contractual agreements.

Sincerely,

Sue Bascuk, Vice President Business Development

Midwest Tape, LLC

Dated: 8/16/17

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

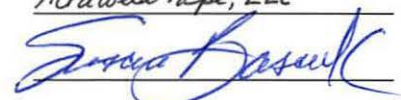
Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of September, 2017

CONTRACTOR
Authorized
Signature

Title


Midwest Tape, LLC


Vice President of Business Development

EXHIBIT D
Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.


Signature of Officer or Authorized Rep. & Date
Printed Name: *Sue Basenk*
Title: *Vice President of Business Development*



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 18, 2017

Recorded Books Inc.
Samantha Bourne
270 Skipjack Road
Prince Frederick, MD 20678
rfp@recordedbooks.com

Dear Ms. Bourne:

The Austin City Council approved the execution of a contract with your company for spoken word audio books.

Responsible Department:	Austin Public Library
Department Contact Person:	Jorge Valle
Department Contact Email Address:	Jorge.Valle@austintexas.gov
Department Contact Telephone:	512-974-7432
Project Name:	Spoken Word Audio Books
Contractor Name:	Recorded Books Inc.
Contract Number:	PA170000070
Contract Period:	Initial Term: 09/18/17 – 09/17/19
Dollar Amount	\$430,000 Divided Among Four Contractors
Extension Options:	Three 12-Month Options of \$215,000 Divided Among Four Contractors
Requisition Number:	17052400544
Agenda Item Number:	40
Council Approval Date:	08/31/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore
Procurement Specialist III
City of Austin
Purchasing Office

cc: Jorge Valle

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Recorded Books Inc.
For
Spoken Word Audio Books
Contract No. MA 8500 PA170000070**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Recorded Books Inc. ("Contractor"), having offices at 270 Skipjack Road, Prince Frederick, MD 20678.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the goods and services set forth in Exhibit A, Contract Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Samantha Bourne, Phone: (800)638-1304, Email Address: rfp@recordedbooks.com. The City's Contract Manager for the engagement shall be Jorge Valle, (512) 974-7432, Email Address: Jorge.Valle@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks as enumerated in Exhibit A-Contract Scope of Work.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid an estimated amount not-to-exceed \$430,000 for the initial twenty four (24) month term, and an estimated \$215,000 for each of the three (3) twelve (12) month extension options for a total contract amount not-to-exceed \$1,075,000 for all fees and expenses. Contractor shall be paid as outlined in Exhibit B-Bid Sheet .

3.2 **Economic Price Adjustment.**

3.2.1 **Price Adjustment.** Prices shown in this Contract shall remain firm for the first twelve month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed

fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial period quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2. **Adjustment-Requested Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2. If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU331106	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Publishing Sales, excluding software	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1, 2	

Weight % or \$ of Base Price:	
Database Name: PPI Commodity Data	
Series ID: WPU579	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Wholesale Trade Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 3-11	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.3.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be emailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	Jorge Valle
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	ACCSAccountsPayable@austintexas.gov

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Final Payment and Close-Out.**

3.6.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.6.2 The making and acceptance of final payment will constitute:

3.6.2.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.2.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of twenty four (24) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in this paragraph. A price increase, subject to the provisions of this

Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of

the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.3 **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5.4 **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

5.5 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

5.6 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.7 **Special Tools & Test Equipment.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

5.8 **Equal Opportunity.**

5.8.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract.

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.9 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.10 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.11 Delays.

5.11.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.11.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.12 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.13 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall

immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Mgmt Specialist

P O Box 1088

Austin, TX 78767

To the Contractor:

Recorded Books Inc.

ATTN: Samantha Bourne

270 Skipjack Road

Prince Frederick, MD 20678

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

RECORDED BOOKS INCORPORATED

By: James A. Schmidt
Signature

Name: James A. Schmidt
Printed Name

Title: SVP Sales and Marketing

Date: 9-12-17

CITY OF AUSTIN

By: Matthew Dree
Signature

Name: Matthew Dree
Printed Name

Title: Procurement Supervisor

Date: 9-18-17

List of Exhibits

Exhibit A	Contract Scope of Work
Exhibit B	Contractor's Bid Sheet
Exhibit C	City's Non Discrimination Certification
Exhibit D	City's Non-Suspension or Debarment Certification

CITY OF AUSTIN
EXHIBIT A - CONTRACT SCOPE OF WORK
ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

1. PURPOSE

The City of Austin (City), seeks to contract with qualified vendors (Contractors) to supply the Austin Public Library (APL) with adult and juvenile Spoken Word Audiobooks in English, Spanish, and other languages. The Spoken Word Audiobooks shall be fully cataloged, able to be added to the inventory (holdings) records, processed to be “shelf ready” in accordance with the APL’s requirements, and drop shipped to different APL locations. The City reserves the right to add or remove APL locations as needed.

2. BACKGROUND

The City’s libraries consists of a Central Library, 20 branch libraries, and the Austin History Center. A new Central Library is under construction and is planned to open in 2017. APL uses the SirsiDynix Symphony, Integrated Library System (ILS) for acquisitions, cataloging, circulation, and Bibliocommons for the online public-access catalog. Upgrades to the ILS may occur as needed throughout the duration of this contract.

3. CONTRACTOR QUALIFICATIONS

- 3.1. Companies who have the ability, experience, organization, technical qualifications, stock, and facilities for handling the anticipated contract volume, type of materials specified, and who can provide standard services commonly related to wholesale Spoken Word Audiobook trade in English, Spanish and other languages, are invited to submit bids.
- 3.2. The Contractor shall be a regular wholesale business for a period of five (5) years or more, and shall carry a stock of Spoken Word Audiobooks in English, Spanish, and other languages to meet the needs of a public library system in a diverse urban setting.
- 3.3. The Contractor shall currently be supplying Spoken Word Audiobooks on contractual basis with a minimum of five (5) public libraries serving communities with populations of 250,000 or more. Customer references shall be submitted as required in Section 0700 of the solicitation.
- 3.4. The Contractor shall be in the business of supplying libraries with Spoken Word Audiobooks, collection development, cataloging, processing, drop shipping, and other related services for a minimum of three (3) consecutive years within the last five (5) years.
 - 3.4.1 The Contractor shall provide the appropriate number of staff required to provide the services and the appropriate timelines indicated in this Scope of Work. Staff assigned to catalog and process materials for APL shall be comparable to other Library systems similar in size.
 - 3.4.2. The Contractor’s cataloging services and collection development units shall be managed by staff members with ALA accredited Masters of Library Science/Information Science degree and have at least 3 years professional experience in the field of collection development or cataloging or processing or related services as it pertains to their duties for the services requested in this contract in their fields. The City may request copies of the degrees and evidence of the experience of any staff assigned to the contract.
- 3.5. The Contractor’s proprietary software and/or web based system shall be able to interact/interface and communicate with APL’s SirsiDynix ILS, including any upgrades, as required by the City, to the SirsiDynix ILS.

4. CONTRACTOR RESPONSIBILITIES

4.1. Ordering System

- 4.1.2. The Contractor shall accept orders from APL in the following transmission formats:

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- 4.1.2.1. Electronic Data Interchange (EDI) ; Extended BISAC (Book Industry Standards Advisory Committee), enhanced EDI and/or X12 formatted order file sent from APL's ILS
- 4.1.2.2. Contractor's online system
- 4.1.2.3. By fax
- 4.1.2.4. By phone
- 4.1.2.5. By e-mail
- 4.1.3. Prior to Contract award, the City may request a demonstration from the recommended Contractor of the Contractor's proprietary system to ensure it meets the requirements outlined herein. The purpose of the demonstration and access to test site shall be for the City to determine that the Contractor's system meets the functionality requirements of quality, performance, and characteristics as described herein, and desired by APL. Any system not meeting the functionality requirements may result in the disqualification of Contractor. Decisions of functionality shall be at the sole-interpretation and discretion of the City of Austin.
- 4.1.4. The Contractor shall have an order system that is capable of the following:
 - 4.1.4.1. The Contractor's order system shall allow APL Library staff to enter orders electronically and to have full order inquiring and tracking capabilities.
 - 4.1.4.2. The Contractor's order system shall have the ability for 9XX order structure containing fund, holding code, price and quantity.
 - 4.1.4.3. The Contractor's order system shall have the ability to download brief Machine Readable Cataloging (MARC) records with 9XX orders.
 - 4.1.4.3.1. Brief MARC records shall contain author, title, publisher, publisher number, unique match point number and 9XX field containing List Price, Fund code, Hold code, discount price, quantity and ISBN.
 - 4.1.4.3.2. Match point number shall be limited to one of the following:
 - 020 field containing thirteen (13) digit publisher assigned International Standard Book Number (ISBN)
 - 001 or 035 field containing Online Computer Library Center (OCLC) control number
 - 024 field containing twelve (12) digit Universal Product Code (UPC)
 - 4.1.4.3.3. Contractor's online system shall have the ability to designate or remove Field/Tags included in brief MARC records used to create orders.
 - 4.1.4.4. The Contractor's online system shall provide monthly statements for outstanding transactions for each Library account and status reports on cancellations, unfilled, and delayed orders. If the report is not downloadable, the City shall require reports to be submitted electronically in Excel format to APL upon request.

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EXHIBIT A - CONTRACT SCOPE OF WORK
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4.2. FLEXIBILITY IN MEETING SPECIAL CIRCUMSTANCE AND NEEDS

- 4.2.1. The Contractor shall have the ability to meet special requests or adapt to changing needs that may occur during the term of the Contract.
- 4.2.2. "Blanket" or "Approval" purchase plans and open day collections may also be purchased under this agreement.
- 4.2.3. The Contractor shall provide ongoing support for online services, notification of new software releases and/or upgrade availability are available, and shall provide a toll free number and email address for technical support.
- 4.2.4. The Contractor shall have a database that offers multiple levels of access based on user profile settings.
- 4.2.5. The Contractor's online database shall have the ability to interact with APL's ILS, accommodating any process changes due to APL software upgrades or policy changes.

4.3. SELECTION TOOL SERVICES

- 4.3.1. The Contractor shall have access to selection lists and tools that complement their catalog to aid APL in material selection. The lists shall be available through the Contractor's software system and downloadable to Excel.
- 4.3.2. The Contractor's order system shall, at a minimum, include the following features:
 - 4.3.2.1. Multi-level access to the Contractor's order system.
 - 4.3.2.2. The ability to search by all of the following access points: Keyword, title, personal and/or corporate names, series, twelve (12) digit UPC, thirteen (13) digit publisher assigned ISBN, OCLC control number, and genre.
 - 4.3.2.3. The ability to do advance searches by all of the following access points: language, age group, and release date.
 - 4.3.2.4. The ability to access pre-built specialty carts/lists and advance notification system for new releases and upcoming "hot" titles.
 - 4.3.2.5. The ability to view title descriptions, physical information, Library of Congress (LC) subjects, and genre.
 - 4.3.2.6. The ability to view MARC-formatted records from selection list.
 - 4.3.2.7. The ability to create, merge, copy, and transfer private carts/lists for access to other APL staff.
 - 4.3.2.8. Real-time contractor inventory information showing number of items available and on order.
 - 4.3.2.9. The ability to know if a title has already been added to another cart/list by APL users.
 - 4.3.2.10. The ability to check to see if a cart/list has duplicate titles.
 - 4.3.2.11. The ability to sort carts/lists by the following: title, UPC, ISBN, price, number of discs, release date, and popularity/sales ranking.

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- 4.3.2.12. The ability to create and save templates with multiple holding and funds codes used in creating 9XX orders.
- 4.3.2.13. The ability to copy, transfer/move titles with applied templates to other carts/lists and maintain applied template.
- 4.3.2.14. The ability to globally add or change funds, locations, quantities and local notes for all items in a cart/list.
- 4.3.2.15. The ability to see real time discounted total price of carts/lists and individual items within carts/lists.
- 4.3.3. Contractor's software system preferred features:
 - 4.3.3.1. The ability to generate a report of expenditures on a single cart/list by fund and location.
 - 4.3.3.2. The ability to do advanced searches by language of original release, language of item, publisher number, Award nominations and winners, and rating system.
 - 4.3.3.3. The ability to view full front and back cover images

4.4. **CATALOGING & CREATION OF BIBLIOGRAPHIC & HOLDING RECORDS**

The Contractor shall be able to supply a full bibliographic record in MARC format and add holdings, except for multi-discs sets too large for one container.

4.4.1. **CATALOGING LEVELS**

The Contractor shall supply bibliographic record on at least one of the following levels:

- 4.4.1.1. Copy Cataloging: Bibliographic record obtained from OCLC, which meets at least minimum requirements of MARC records (See 9.3) and requires minimal editing. (i.e. verification and/or minimal modification of 1XX, 2XX, 3XX, 5XX, 6XX, 7XX)
- 4.4.1.2. Enhanced Cataloging: Bibliographic record obtained from OCLC, which does not meet at least minimum requirements of MARC records (See 4.4.3) and requires that the record be brought up to full cataloging standards. (i.e. LC CIP or IN PROCESS records, shall be upgraded to meet at least minimum requirements, Local Call number and be assigned subject headings)
- 4.4.1.3. Derived Cataloging: If no matching record is found in OCLC, a new bibliographic record is derived from an existing bibliographic record whereby minimal editing is required to meet at least minimum requirements of MARC record (See 4.4.3). (i.e. new record is created via derivation of different format, previous ed., or parallel record)
- 4.4.1.4. Original Cataloging: If no bibliographic record can be found in OCLC, requiring the Contractor's catalogers to create a record, assign name(s), subject headings, and Local Call number. Record shall at least meet minimum requirements of MARC records (See 4.4.3.).
- 4.4.1.5. Brief Record: No cataloging required, bibliographic record obtained from any source and shall contain author, title, publisher, Holdings 949 (see 4.4.4) and unique match point number in one or more of the following fields: 020 field containing thirteen (13)

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ADULT & JUVENILE SPOKEN WORD AUDIOBOOKS (ACQUISITIONS, CATALOGING, AND PROCESSING)

digit publisher assigned International Standard Book Number (ISBN), 001 or 035 field containing Online Computer Library Center (OCLC) control number, or 024 field containing twelve (12) digit Universal Product Code (UPC).

4.4.2. NEW BIBLIOGRAPHIC RECORDS

- 4.4.2.1. The Contractor shall be able to supply bibliographic record on at least one of the specified cataloging Levels. A unique bibliographic record shall be available for different packaging, editions/release, etc.
- 4.4.2.2. The Contractor shall search OCLC for records matching. The match criteria shall include: Title, author, publication date, edition, ISBN, UPC, and/or Publisher number.
- 4.4.2.3. If a matching bibliographic record cannot be found in OCLC, the Contractor shall supply an original or derived bibliographic record cataloged under Resource Description and Access (RDA) rules.
 - 4.4.2.3.1. Bibliographic record shall meet at least minimum requirements of MARC records (See 4.4.3.) and all other original cataloging and local specifications set out in this document.

4.4.3. MINIMUM MARC RECORD REQUIREMENTS

- 4.4.3.1. For all new bibliographic records provided, the records shall be in accordance with all national cataloging standards:
 - Anglo-American Cataloging Rules, 2nd edition, (AACR2) with latest revisions or editions.
 - RDA with any subsequent editions or revisions published during contract period.
 - MARC 21 format for Bibliographic Data, with any subsequent editions or revisions published during contract period.
 - LC Subject Headings, latest edition.
- 4.4.3.2. The new bibliographic records the Contractor supplies shall include the 949 field with call number and item level information for each copy (See 4.4.4.).
- 4.4.3.3. The Contractor shall include the following minimum field requirements for a single MARC record:
 - The record leader logical length shall be in bytes 0-4; and, valid codes for record status, record type and bibliographic records in bytes 5-7. Uppercase letters are not valid in these elements.
 - A record directory
 - (001) Control number
 - Subfield a OCLC Control Number
 - (007) Should be included in all records
 - (020) ISBN (13 digit) (if applicable)
 - Only one 13 digit ISBN corresponding to the item
 - (024 with 1st indicator value 1) UPC
 - (028) Publisher Number
 - (041) Language of soundtrack and subtitles should be noted in the 041 or 546 fields
 - (035) Local control number
 - Contractor shall use this field for any unique vendor number
 - (099) Call Number

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- See specifications for APL call numbers
- (1XX) Names or uniform title headings used as a main entry
- (240) Uniform title added entry if applicable
- (245) Title and statement of responsibility
- (246) Varying form of title if applicable
- (250) Edition field – Enter the edition statement
- (260) Publication, printing, distribution, issue, release or productions of work
 - Subfields a, b, and c required
 - RDA records shall not use the 260 field.
- (264) Publication information
 - Contractor shall provide publication date; supply missing parts of publication, distribution, or manufacture statements when necessary for understanding
- (300) Physical description of item
 - Subfields a, c and e (if applicable) required
- (336) Content type
 - Add \$a performed music \$2 rdacontent. Accept \$b if present. Accept other \$a if appropriate
- (337) Media type
 - Give \$a audio \$2 rdamedia. Accept \$b if present. Accept other \$a if appropriate, e.g. video
- (338) Carrier type
 - Add \$a audio disc \$2 rdacarrier. Accept \$b if present. Accept other \$a if appropriate, e.g. videodisc
- (344) Sound characteristics
 - Add \$a digital \$g stereo \$2 rdae
- (347) Digital file characteristics
 - Add \$a audio file \$b CD audio \$2 rda
- (490) Series statements if applicable
 - 490 series statement shall be supplied if applicable
 - Corresponding 8XX field shall be supplied if 490 containing first indicator 1 is used
- (500) Title source
 - Indicate where title is taken from
 - e.g. 500__ Title from disc label
- (505) Enhanced Contents notes are required for all songs listed
- (511) Performer
 - Add performers or members of the group
- (518) Place and date of capture
 - e.g. 518__ Recorded in concert on September 20th 2014
- (538) System requirements
 - Required for enhanced CDs, SACDs, DVDs or Blu-rays included with the CDs
- (546) Languages of the soundtracks and subtitles should be noted in the 041 and 546 fields
- (6XX) Subject headings
 - Appropriate subject headings shall be supplied for work
- (7XX) Additional name and/or title access points
 - Contractor shall supply appropriate access points for work
- (8XX) Series added entries
 - Contractor shall supply corresponding 8XX field when appropriate 490 field containing first indicator 1 is present
- (9XX) Local processing
 - Contractor shall supply necessary item information in 949 field

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4.4.3.4. All 1XX, 7XX and 6XX fields shall be subject to authority control. OCLC authority file forms or other bibliographic database contracted by APL during the term of the contract shall be used for name and subject headings including:

4.4.3.4.1. 1XX, 7XX, and all 6XX fields with second indicator 0 when such forms exist.

4.4.4. 949 FIELD REQUIREMENTS

The Contractor's 949 fields shall contain the following item information:

- Subfield "a" (Call Number) Call number can be acquired from the following
- Call number supplied via x12 EDI order
- 099 all subfield "a"
- If more than one 099 field exists, call number prefix should correspond to the holding code or fund
 - Subfield "w" Class Scheme
- Class Scheme shall be entered as "DEWEY"
 - Subfield "h" Holding code
- Each item's Holding code specified in order shall be used
 - Subfield "i" Barcode Number
- Item Barcode number
 - Subfield "p" Price
- Each item's price shall reflect price from order and shall be in format \$0.00
 - Subfield "r" Circulation Flag
- Circulation Flag shall be entered as "Y"
 - Subfield "s" Permanent Flag
- Permanent Flag shall be entered as "Y"
 - Subfield "u" Acquisitions Date
- Date shall reflect the date order was sent and shall be in format MM/DD/YYYY

4.4.5. CALL NUMBER SPECIFICATIONS

The Contractor's call numbers shall contain the following item information:

- Field 099 shall be used for all call numbers. The call numbers are free text and no delimiters shall be used.
- All call numbers shall have the beginning prefix of CD
- No genres shall be used in the call number
- The cutter shall be composed of the first four letters of the main entry excluding leading articles.
- Non-fiction Call number using Dewey decimal classification, 23rd edition or subsequent edition or revision following all specifications regarding local call number conventions per library's call number specifications.

4.4.6 ADULT FICTION CALL NUMBER:

- Adult fiction call number: CD prefix followed by FIC and the first four letters of main entry all caps
- FIC – works of fiction and short stories

4.4.7 ADULT NON-FICTION:

- Adult Non-fiction call number: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by the first 2 letters of the main entry

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- Adult Individual biography, autobiography, critical works, artists/exhibition catalogs: Standard Dewey number stopping at no more than 7 digits after the decimal and cannot end in 0; followed by cutter based on biographee, subject whose work is being discussed, the artist's last name with additional cutting by 1st letters of main entry.
- Adult Cutter number based on Cutter-Sanborn 4-figure table
- Collective Adult Biographies: Adult Non-fiction call number
- Special Call Numbers are constructed using the prefix CD and Dewey number.
 - Radio Plays/Productions: CD 791.4472 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD 791.4472 BA
 - Comedy Performances by a single performer or group: CD 792.76 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Never scared [sound recording] – Chris Rock CD 792.76 RO
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare's Hamlet – CD 822.33 HA
 - All other works: CD 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
Example: El amor como forma de vida – SPA CD 241.4 CH

4.4.8 YOUTH FICTION CALL NUMBER:

Youth fiction call number: prefix of "Y", followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.9 YOUTH NON-FICTION:

- Youth Non-fiction call number: prefix of "Y" followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Youth Individual biography, autobiography: prefix of "Y" followed by class number 921 followed by first two letters of biographee's last name.
- Youth Collective Biographies: prefix of "Y" followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix "Y" and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD Y 241.4 CH

4.4.10 JUVENILE FICTION CALL NUMBER

Juvenile fiction call number: prefix of "J", followed by FIC and first four letters of main entry.

- FIC – works of fiction and short stories

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4.4.11 JUVENILE NON-FICTION

- Juvenile Non-fiction call number: prefix of “J” followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Juvenile Individual biography, autobiography: prefix of “J” followed by class number 921 followed by first two letters of biographee’s last name.
- Juvenile Collective Biographies: prefix of “J” followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix “J” and Dewey number.
 - Radio Plays/Productions: CD J 791.447 XX. The cutter is composed of the first two letters of the main title entry (245).
Example: Babbitt [sound recording] – L.A. Theatre Works CD J 791.447 BA
 - Shakespeare:
 - Individual plays, letters of plays, comedies, histories, and tragedies: CD J 822.33 XX. The cutter is composed of the first two letters of the work.
Example: William Shakespeare’s Hamlet – CD J 822.33 HA
 - All other works: CD J 822.33 XX. The cutter is composed of the first two letters of the main entry (1XX)
Example: Shakespeare without the boring bits – Humphrey Carpenter –

CD J 822.33 CA
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD J 241.4 CH

4.4.12 EARLY READER FICTION CALL NUMBER

Early Reader fiction call number: prefix “E1”, followed by FIC and first four letter of main entry.

- FIC – works of fiction and short stories

4.4.13 EARLY READER NON-FICTION

- Early Reader Non-fiction call number: prefix of “E1” followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Early Reader Individual biography, autobiography: prefix of “E1” followed by class number 921 followed by first two letters of biographee’s last name.
- Early Reader Collective Biographies: prefix of “E1” followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix “E1” and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E1 241.4 CH

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4.4.14 PICTURE BOOK FICTION CALL NUMBER

Picture book fiction call number: prefix “E”, followed by FIC and the first four letters of main entry.

- FIC – works of fiction and short stories

4.4.15 PICTUREBOOK NON-FICTION

- Picture book Non-fiction call number: prefix of “E” followed by Standard Dewey number stopping at no more than 3 digits after the decimal and cannot end in 0 followed by the first 2 letters of the main entry
- Picture book Individual biography, autobiography: prefix of “E” followed by class number 921 followed by first two letters of biographee’s last name.
- Picture book Collective Biographies: prefix of “E” followed by class number 920 followed by first two letters of main entry.
- Special Call Numbers are constructed using the prefix CD, prefix “E” and Dewey number.
 - Foreign language: Foreign language has a three letter prefix of the language before the call number.
 - Example: SPA CD E 241.4 CH

4.4.16 ELECTRONIC ITEM CONVERSION

The Contractor shall provide a MARC bib record with 949 containing no cataloging. Copy the specific item level and call number information delivered in electronic format via a FTP or an email attachment.

4.4.17 BIBLIOGRAPHIC RECORD DELIVERY

- 4.4.17.1 The Contractor shall supply a bibliographic record that includes the 949 copy information, within one (1) business day of orders being shipped from the Contractor.
- 4.4.17.2 The bibliographic records shall be delivered in MARC format via email attachment or FTP with email notification sent to specified APL contact.
- 4.4.17.3 The Contractor shall update the holdings in the OCLC database with the Library’s holding symbol for all new titles cataloged for the library. Special accounts for the Contractor can be established for OCLC.

4.5 PHYSICAL PROCESSING

- 4.5.1 The Contractor shall be able to provide full processing of the Spoken Word Audiobooks (see Attachment A - B). The Contractor shall provide fully processed samples of Spoken Word Audiobooks for review and approval within five (5) business days as requested by the City. The samples will be used by the City to determine if the Contractor’s processing meets the functionality requirements of quality, performance, and characteristics as described below:
 - 4.5.1.1 The Contractor shall replace the manufacturers Spoken Word Audiobook case with a durable long lasting protective sleeve case.
 - 4.5.1.2 The Contractor shall supply and provide a high quality digitally printed artwork cover which shall include the following (see Attachment A):

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- 4.5.1.2.1 White banners with the APL name/logo, positioned at top center of front side.
- 4.5.1.2.2 .75 inch X 2.0 inch Barcode labels containing the barcode number, vertically positioned on left mid-section of front side, and one horizontally positioned on the top left half section of back side. The Barcode labels shall include:
 - A unique thirteen (13) digit barcode with check digit in thirteenth position, using CODE 39 symbology.
 - The **Austin Public Library** name positioned below the barcode number.
 - An image that is readable by symbol laser barcode reader with code 39 and the 3M self-check system.
- 4.5.1.2.3 A 1.5" X 1" spine label, using Arial 11 point font, and positioned at the lower quarter of the spine section.
- 4.5.1.2.4 Content label showing how many discs are included, positioned at top right corner of front side and top left corner of back side.
- 4.5.1.3 The Contractor shall supply and apply a Stingray Radio-Frequency Identification (RFID) Full Disc Overlay Circular Security Tag to the first CD and a CD hub ring with matching barcode number to each CD. (Attachment B)
 - 4.5.1.3.1 APL will provide the Contractor with a barcode number sequence that shall be embedded on the barcode labels, match the hub ring, and programmed on the RFID Full Disc Overlay Security Tag.
 - 4.5.1.3.2 The Contractor shall supply the barcode labels.
 - 4.5.1.3.3 The Contractor shall enclose any additional materials within the case when supplied as part of Spoken Word Audiobook.

4.6 SHIPPING AND DELIVERY

- 4.6.1 The Contractor shall establish separate and distinct ship-to account numbers for each library location.
- 4.6.2 The Contractor shall deliver an average of 90% (percent) of the Spoken Word Audiobooks on all purchase orders within 10 business days of receipt of the order. The Contractor shall deliver pre-release orders within five (5) business days of the release date.
 - 4.6.2.1 The Contractor shall send a cancellation report to the City Contract Manager or designee for any titles that cannot be supplied, within one (1) business day after order receipt.
- 4.6.3 The Contractor shall only ship all copies of a title ordered on a purchase order. When a purchase order lists more than one title, only titles with the complete order of copies shall be shipped by the contractor.
- 4.6.4 The Contractor shall not substitute copies of a title ordered by APL.
- 4.6.5 The Contractor shall provide a purchase order report for any unfilled, delayed, open, and cancelled orders, including the number of unfilled/delayed titles and copies to the City Contract Manager or designee monthly if applicable, or as requested by the City. If this report cannot be downloadable from the Contractor's ordering system, the Contractor shall submit the reports electronically in Excel format.

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APL will review the report and notify the Contractor which open or unfilled orders to cancel. The Contractor shall provide a cancellation report to the City Contract Manager or designee upon request. If the report is not downloadable from the Contractor's ordering system, the Contractor shall submit the report electronically in Excel format.

4.6.6 The Contractor shall have the ability to track deliveries and shipments and provide the City with the information upon request.

4.6.7 The Contractor shall group orders to be shipped in the following intervals:

4.6.7.1 All locations shall receive shipments weekly.

4.6.8 The Contractor shall offer a pre-release program to supply the Library with new Spoken Word Audiobooks before the date the Spoken Word Audiobooks are available for sale to the public.

4.6.9 The Contractor shall insure that all deliveries are made inside the facility to the City Contract Manager designee. The Contractor shall not leave any deliveries outside of the library locations. City personnel shall not be requested to assist in transferring material inside the facility.

4.6.10 The contractor shall deliver the shipments Monday through Friday during library business hours of operation.

Library location hours may vary by location. Current library hours of operation are available through the following web link and are subject to change at any time:
<http://library.austintexas.gov/locations>.

4.6.11 The Contractor shall ship all partial processing or non-processed shipments delivered by carrier to Austin Public Library, Attn: ACCS NP, 635 N. Pleasant Valley Rd., Austin, Texas 78702.

RETURNS AND CUSTOMER SUPPORT

4.2.1. The Contractor shall guarantee all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

4.2.2. Items damaged in shipment, incorrect items, or defective items shall be returned to the Contractor for replacement or credit at no expense to the Austin Public Library. APL prefers no-charge replacement to receive credit. In the event that no correct or perfect replacement exists; a credit memo shall be issued to APL within 25 business days.

4.2.3. The Contractor shall assign one or more Contract Manager(s) that is responsible for providing customer service, support, and technical issue assistance to APL.

4.2.4. The Contractor shall provide APL the ability to create returns, and report shortages online, by email, and telephone.

4.2.5. The Contractor shall provide an option of a minimum of two day on-site assistance prior to the beginning of the Contract period, at the APL, at the Contractor's expense. This visit shall include spending time with APL Technical Services staff to discuss and train selection, ordering, cataloging and processing.

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5. CITY RESPONSIBILITIES

- 5.1. The City will assign a Contract number for the Contractor to reference. Releases will be made throughout the term of the Contract in the form of a Purchase Order.
- 5.2. The City will provide the Contractor with a list of authorized contacts to order for each APL location.

6. DELIVERABLES/MILESTONES

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Electronic Data Collection Portal	Setup and establish and online order system to accept orders	Within 30 Calendar upon the request by the City Contract Manager	Connection established between Contractor and the City	4.1.3.
Order System	Establish an order system	Within 30 Calendar upon the request by the City Contract Manager	Order system navigable	4.3.2.
Spoken Word Audiobooks and Records	Deliver Spoken Word Audiobooks and Biographical information	Within five (5) business days	Goods Delivered	4.5, 4.6
Purchase Order Reports	Report for any unfilled, delayed, open, and cancelled orders	Monthly	Report Received	4.6

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

SECTION 1 - DISCOUNT OFF (CATALOG) AUDIO BOOKS ON CD

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	INDUSTRY TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$40,000	0.0000%	\$40,000.00
2	INDUSTRY NON-TRADE PRODUCTS: Unabridged and Abridged spoken word audiobooks on CD, fully cataloged, added to inventory records, and processed such that they are "shelf ready" in accordance with the attached specifications.	\$27,000	0.0000%	\$27,000.00
Total Price (Section 1)=				\$67,000.00

SECTION 2 - The items for Processing and Cataloging shall be bid as part of the contract and be used for pricing on an as needed basis per order.

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Repackaging Audiobooks on CD in accordance with specification 4.5 Physical Processing	625	Each	\$0.000	\$0.00
4	Appling Bar Codes in accordance with specification 4.5.1.2.2. Physical Processing	625	Each	\$0.750	\$468.75
5	Attaching Spine Label & Spine Protector in accordance with specification 4.5.1.2.3 Physical Processing	625	Each	\$0.500	\$312.50
6	Handwrite Number of Disk in Audiobook in accordance with specification 4.5.1.2.4. Physical Processing	625	Each	\$0.750	\$468.75

EXHIBIT B - BID SHEET
CITY OF AUSTIN
ACQUISITION, CATALOGING, AND PROCESSING OF SPOKEN WORD AUDIO BOOKS ON COMPACT DISK (CD)

MA 8500 PA170000070

7	Attach RFID tag (in accordance with specification 4.5.1.3 Physical Processing)	625	Each	\$0.750	\$468.75
8	Copy Cataloging (in accordance with specification 4.4.1.1. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	531	Each	\$0.750	\$398.25
9	Enhanced Cataloging (in accordance with specification 4.4.1.2. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	62	Each	\$0.750	\$46.50
10	Derived Cataloging (in accordance with specification 4.4.1.3. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	18	Each	\$0.750	\$13.50
11	Original Cataloging (in accordance with specification 4.4.1.4. Cataloging & Creation of Bibliographic & Holding Records); No charge shall be assessed for accessing Z39.50	12	Each	\$0.750	\$9.00
TOTAL PRICE (Section 2) =					\$2,186.00
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$69,186.00

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
12	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

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14	Name _____ Number _____	_____	_____% Discount or _____% Markup
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Contractor Name: Recorded Books, Inc.

Offerors best delivery is _____ business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.

Note: Delivery Method _____

Recorded Books Discount Structure

Recorded Books produced audiobook CD's	40% or Retail Price Match
Titles distributed from other publishers	10%
Recorded Books eAudio titles	40%
Distributed eAudio titles	5%

Elevated discounts available through Continuous Order Plans. Contact Recorded Books for more details.

Recorded Books Inc. does not carry Non Trade titles.

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

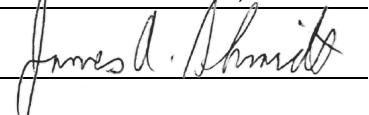
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of September, 2017

CONTRACTOR
Authorized
Signature

Title

Recorded Books, Inc.

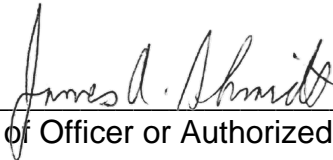


SVP Sales and Marketing

EXHIBIT D
Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.

A handwritten signature in cursive script, reading "James A. Schmidt", is written over a horizontal line.

Signature of Officer or Authorized Rep. & Date

Printed Name: James A. Schmidt

Title: SVP Sales and Marketing



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 05/24/2017

DEPT: Austin Public Library

TO: Purchasing Officer or Designee

FROM: Sandra Cannon

BUYER: Claudia Rodriguez

PHONE: (512) 974-7588

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
 - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
 - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - ☒ a procurement for personal, professional, or planning services
 - ☐ a procurement for work that is performed and paid for by the day as the work progresses
 - ☐ a purchase of land or right-of-way
 - ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
 - ☐ a purchase of rare books, papers, and other library materials for a public library
 - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
 - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
 - cooperative purchasing administered by a regional planning commission established under Chapter 391
 - ☐ services performed by blind or severely disabled persons
 - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
 - ☐ electricity
 - ☐ advertising, other than legal notices
 - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

See attached Supplement for response details.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

These vendors offer the Austin Public Library the best means and value in order to meet the increasing demand for audiobooks. Smaller companies are not able to provide access to the vast inventory of titles nor the proposed breadth of titles and prices needed by the Austin Public Library. These four vendors provide the best possible pricing in the industry for public libraries. Further, many smaller vendors do not provide access to an online ordering system which is essential to the Austin Public Library. The four vendors selected offer easily navigated online ordering systems, access to newly released titles, digital processing of audiobook cd's, Radio Frequency Identification security processing, dedicated customer service as well as access to titles in a wide array of languages other than English. Beyond the selection aspect, these companies are able to provide online invoicing which expedites the financial aspect of purchasing and payments. The full range of services provided by these four companies result in a value added service essential to the Austin Public Library.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with multiple vendors shown in attached Supplement which will cost approximately \$ 1,075,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Sandra Cannon 05/24/2017
Originator Date

Approved
Certification

Toxi Lambert 5/25/17
Department Director or designee Date

Stensley 5/30/17
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

Moucamer 7/1/2017
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

R. Z 7-3-17
Purchasing Officer or designee Date

02/26/2013

5/24/2017

**AUSTIN PUBLIC LIBRARY
CERTIFICATE OF EXEMPTION
SUPPLEMENT RESPONSE
FOR
SPOKEN WORD AUDIO BOOKS**

#3 - Professional Services – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.

Ingram Library Services, MidWest Tape, Recorded Books, and Baker & Taylor provide audiobooks, in CD format, to public libraries. Each vendor has contracts with different publishing companies that provide access to the myriad of titles, authors and subject matter that library's patrons request. Audiobooks are a popular format at the Austin Public Library that average a total circulation of 184,426 times per year.

In an effort to minimize labor and materials costs, the Austin Public Library seeks these vendors as they provide the value-added service of cataloging, processing and drop-shipping the items to each individual library branch. This results in a cost-savings to the Austin Public Library. While other vendors exist that may be able to provide the same products, only these four vendors are able to provide the full scope of services needed by the Austin Public Library. All four vendors have worked with the Austin Public Library for over five years, and are fully acquainted with the Austin Public Library cataloging process and the City's current online ordering requirements. If the Austin Public Library does not contract with each of these vendors for audiobooks, the library will not be able to provide complete access to the titles, authors and the subject matter that the library patrons have come to expect.

#6 – Cost Breakdown that includes all four (4) vendors:

Annual cost estimate: \$215,000.00

Five (5) year cost estimate: \$1,075,000.00



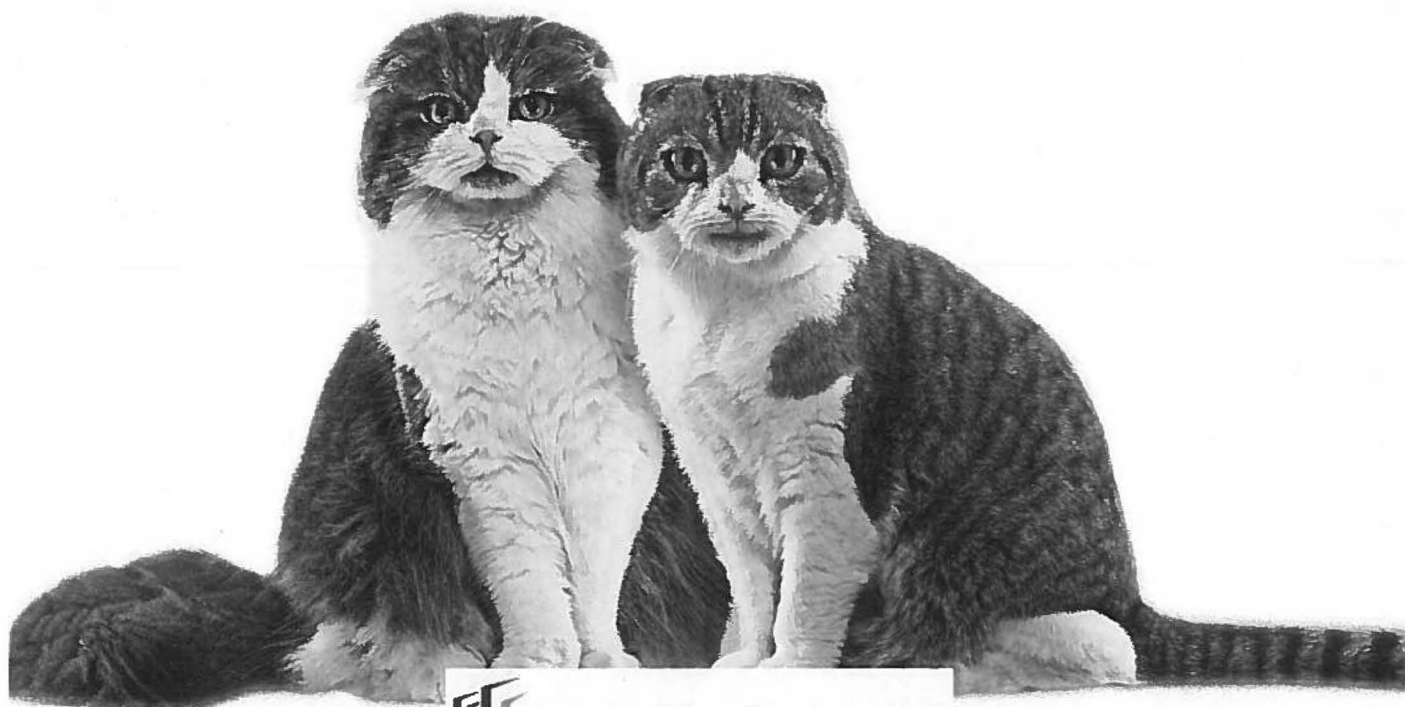
customized library services
by Baker & Taylor

Submitted on behalf of Baker & Taylor to:

City of Austin

Attn: Jorge A. Valle
124 W 8th Street, Rm 308
Austin, Texas 78701

***Austin Public Library Proposal for the Spoken Word Audio
Books Master Agreement***
Response Due: May 19, 2017



BAKER & TAYLOR
A Follett Company

May 19, 2017

City of Austin
Jorge A. Valle
124 W 8th Street, Rm 308
Austin, Texas 78701

RE: Austin Proposal for the Spoken Word Audio Books Master Agreement, Baker & Taylor
Professional Statement Letter

Dear Mr. Valle

Thank you for allowing Baker & Taylor's Customized Library Services the opportunity to provide Austin Public Library with our professional statement letter in support of our pricing for adult and juvenile spoken word audiobooks.

Baker & Taylor is a longtime supporter and sponsor of the Texas Library Association, and we appreciate the opportunity to continue our 26 year partnership with Austin Public Library. No other vendor will be able to provide the comprehensive level of services and the efficiencies we can provide.

Baker & Taylor has a long-standing tradition of being the "any book" wholesaler. We are a leading full-line distributor of books and audiovisual products to library facilities, with annual sales of more than 115 million books from over 75,000 publishers and imprints. The oldest book distributor in the United States, B&T has provided economical pricing and excellent services for over 185 years. Our contacts and experience in the library marketplace have enabled us to establish the most comprehensive coverage of materials and range of services in the industry.

Currently, our national distribution network is comprised of four book and audio visual distribution centers that maintain a combined inventory of over 17.5 million items representing over 1 million unique media and book titles. We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, and children and teens. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 7 million items. This depth and breadth of inventory means that Baker & Taylor has the inventory and the capability to provide spoken word and audio visual material to meet your patron's demands.

In April of 2016, Follett Corporation acquired Baker & Taylor. Baker & Taylor is headquartered in Charlotte, North Carolina, and operates distribution, technical support, and sales centers worldwide. Our Charlotte location maintains all sales administration, human resources, and finance operations. Book distributions centers are strategically located Bridgewater, New Jersey, Commerce, Georgia, Momence, Illinois, and Reno, Nevada.

Customized Library Services:

Baker & Taylor has been leading the industry in providing libraries customized technical services for over forty years. We have developed a multitude of innovative services in the areas of collection management, cataloging services and technical processing. Due to technological advances and the increased complexity of library operations and projects, Baker & Taylor created Customized Library Services in 1996 to consolidate our valuable resources and experience in order to address the growing demand from libraries for more customized,

specialized, and unique services. CLS is a separate operating unit, whose sole focus is Opening Day Collections (ODC), Collection Expansions, On-line Cataloging Solutions,

Outsourcing Projects and Project Management

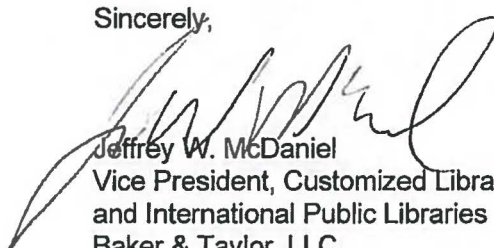
Customized Library Services (CLS) has operations in four Baker & Taylor locations [Commerce, GA, Momence, IL, Bridgewater, NJ, and Reno, NV] and leverages Baker & Taylor's extensive fulfillment and distribution network to provide total project services. CLS has its own staff of over 300 trained professionals to perform the unique services to provide complete library solutions. We currently serve over 400 libraries on an ongoing basis and complete over 75-100 ODC/Collection enhancement projects per year.

Baker & Taylor's per unit cataloging and processing price for spoken word audio material is a flat fee and will be charged to any unit ordered through CLS. With Baker & Taylor your per unit price is the same regardless of how many copies are ordered per title. The cataloging and adaptations are blended into each unit based on the library's described purchasing volume.

Should you have any questions regarding this statement or pricing, your Sales Manager, Lori Gray, will be happy to meet with the Library's staff on site to work through the most advantageous services for the library.

Please do not hesitate to contact me at 800-775-7930 ext. 3212 or jeff.mcdaniel@baker-taylor.com. I will serve as lead contact in all communication and negotiations for this proposal. We will be happy to assist you in any way possible. Thank you again for this opportunity, we look forward to a favorable reply.

Sincerely,



Jeffrey W. McDaniel
Vice President, Customized Library Services
and International Public Libraries
Baker & Taylor, LLC
2550 W. Tyvola Road, Suite 300
Charlotte, NC 28217
800-775-7930 ext. 3212
Jeff.McDaniel@baker-taylor.com

EXHIBIT 1 –PRICING PROPOSAL

SPOKEN WORD AUDIO MATERIAL

Based on the information contained in your solicitation we are pleased to propose the following pricing for **spoken word material**. Baker & Taylor/CLS reserves the right to adjust pricing if the Library's requirements change at any time throughout the project. Pricing is based upon the library's solicitation. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Baker & Taylor/CLS may adjust pricing accordingly. If the library system cannot be accessed via our Z39.50 methodology, then CLS may discuss alternative methodologies for system and shelf ready material. It should be noted that the cost for an alternative methodology other than what is outlined within this proposal, would be different than the pricing quoted below. All items will be supplied by CLS unless otherwise noted:

SPOKEN WORD AUDIO ONGOING COLLECTION SERVICES.....\$5.90/UNIT

INCLUDES:

1. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
2. Item Linking
3. Project Management Support
4. Repackage Spoken Word Audio Title into Protective Case
5. Digital Media Processing to Include: Artwork, White Banner with Austin Public Library's Name and Logo, Barcode, Spine Label, Content Label
6. Link and Affix Baker & Taylor Supplied Stingray RFID Overlay
7. CD Hub Label

ADDITIONAL SERVICES AT THE LIBRARY'S REQUEST:

Original Cataloging\$10.00/title

- * Baker & Taylor currently works with most RFID systems. Our tags operate at 13.56MHz, and are re-writeable, and fully compliant with ISO15693. If after compatibility testing B&T does not have the current software/hardware in place for the system chosen by the library, Baker & Taylor reserves the option to revise this pricing. In these instances customers should supply B&T unprogrammed RFID tags
- + For those records where cataloging is not available in the library's database or B&T's cataloging utility, CLS will provide an original cataloging record for \$10.00/title. Titles requiring original cataloging will be priced separately at \$10.00/title for the first copy of every title ordered. If multiple copies of a title are ordered, the \$10.00 charge will only apply once, however, the comprehensive cataloging and processing charge will apply to each unit including the initial unit that receives the \$10.00 charge.

EXHIBIT 2—RETURNS POLICY & CREDIT MEMO SAMPLE

INSTITUTIONAL RETURNS

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. *You may contact your appropriate representative via the toll-free number listed on your packing list.*

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary
2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1

All returns should be sent to:

**Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599**



May 16, 2017

Austin Public Library
Jorge A. Valle, CPCM
Central Library | Contract Management Specialist IV
800 Guadalupe Street
Austin, Texas 78701

Re: Professional Statement Letter - Spoken Word Audiobooks

Dear Mr. Valle:

Thank you for including Ingram Library Services LLC in your search for a vendor to provide Spoken Word Audiobooks to the Austin Public Library. We appreciate our long-standing partnership in providing shelf-ready books to your Library, and we welcome the opportunity to expand this relationship.

As your staff members are aware, we offer a wide range of collection development, processing, and cataloging services that are guaranteed to enhance your collection and please both your staff and patrons. Our goal is to continue to partner with the Austin Public Library to serve your Library with materials and services that support your mission to your patrons. We will demonstrate how we will meet that goal throughout this Professional Statement Letter.

Company History

Ingram Content Group LLC is part of the long tradition of successful companies built by the Ingram family of Nashville, Tennessee. Dedicated to helping content reach its destination by providing a broad range of physical and digital services to the book industry, Ingram Content Group has been a partner to librarians, educators, publishers, and booksellers for over five decades.

Publishers rely on Ingram Content Group as a key provider of demand-driven print, digital, and marketing solutions. We provide reliable, cutting-edge responses to the questions our publisher partners have about the ever-changing opportunities in the book industry. No single source other than Ingram has the comparable experience, expertise, and connectivity in bringing supply chain management, and print and digital solutions to the market.

Ingram is a privately held, family-owned corporation operating under the same ownership since our inception. The Ingram family is actively involved in the day-to-day operations of our company and has a vested interest in our customers' satisfaction.

The Ingram Content Group is led by **John Ingram**. John serves as Chairman of the Board of Ingram Content Group. John joined Ingram Industries Inc. in 1986, and held a number of key positions with Tennessee Book Company and Ingram Book Company before being named Chairman & Chief Executive Officer of Ingram Content Group. John was named Chairman of the Ingram Industries Inc. Board of Directors in April, 2008, after having served as Vice Chairman of the Board for nine years.

A tremendous advantage of being a family-owned company is the history and stability of ownership backing our long-term plans to remain the number one book vendor and service provider in the library market.

Ingram Content Group's operating units are Ingram Book Company LLC including Ingram International and Spring Arbor Distributors®, Lightning Source LLC, VitalSource Technologies LLC, Ingram Periodicals LLC, Ingram Library Services LLC, Ingram Publisher Services LLC, Tennessee Book Company LLC, and Ingram Fulfillment Services LLC and ICG Ventures LLC.

Ingram Library Services LLC

To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth and success, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer "one-stop shopping" for our library customers. Ingram provides librarians with immediate access to the largest selection of books, spoken word audio, DVD/Blu-ray titles, music CDs and other book-related products in the industry. Our full range of library value-added services includes comprehensive Collection Development support, Standing Order and Continuations programs, as well as shelf-ready cataloging and processing services customized to the library's specifications.

Ingram Library Services enjoys the benefit of being part of one of the largest wholesale distributors of book-related product in the world, including physical book distribution and print on demand solutions. As such, we have established publisher relationships, inventory, and infrastructure in place to provide our customers with an unparalleled speed of delivery. Ingram operates four regional distribution centers, totaling more than 1.7 million square feet and employing over 3,400 associates.



Ingram Library Services LLC is headquartered in La Vergne, Tennessee, where our Inside Sales, Customer Care, Collection Development, Custom Cataloging and Processing, and Executive and Sales staffs are located.

Audiobook Inventory

Our spoken word audio inventory includes **150,000+ titles**, including abridged and unabridged editions including CD, MP3 and pre-recorded audio player formats. Our nationwide spoken word inventory includes nearly **24,000 units of abridged audiobook CD titles** and nearly **324,000 units of unabridged audio book CD titles**. Our inventory represents spoken word audio titles from nearly **1,000 publisher imprints**.

Ingram Publisher Services LLC

Ingram Publisher Services LLC, an Ingram Content Group company, represents more than 600 publisher clients from around the world, which agree to allow Ingram to be the exclusive distributor of their product. Built on a longstanding tradition of Ingram quality, IPS provides our customers with a wide variety of books and book related product from an outstanding roster of publishers, with easy ordering options, fast delivery, and excellent service. The advantage this brings to our library customers is the guaranteed availability of current titles from these publishers at Ingram distribution centers. As the exclusive distributor of these publishers, even other vendors source these purchases from Ingram.

Our audiobook inventory currently includes over **19,000 IPS publisher spoken word audio titles**.

ipage®

As APL is aware, ipage is Ingram's web-based title selection, ordering and account management tool. We would be happy to provide an onsite demonstration for any staff members who may be unfamiliar with our tool.

Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-to-use ordering capabilities and other features **at no cost for unlimited concurrent users**. Libraries recognize ipage as an integral timesaving tool whose collection development and acquisitions capabilities, along with its various account management tools, make day-to-day ordering and receiving tasks virtually hassle-free. ipage can be accessed at <https://ipage.ingramcontent.com>.

As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a robust array of publicity and product news sources. Here are just a few ipage features:

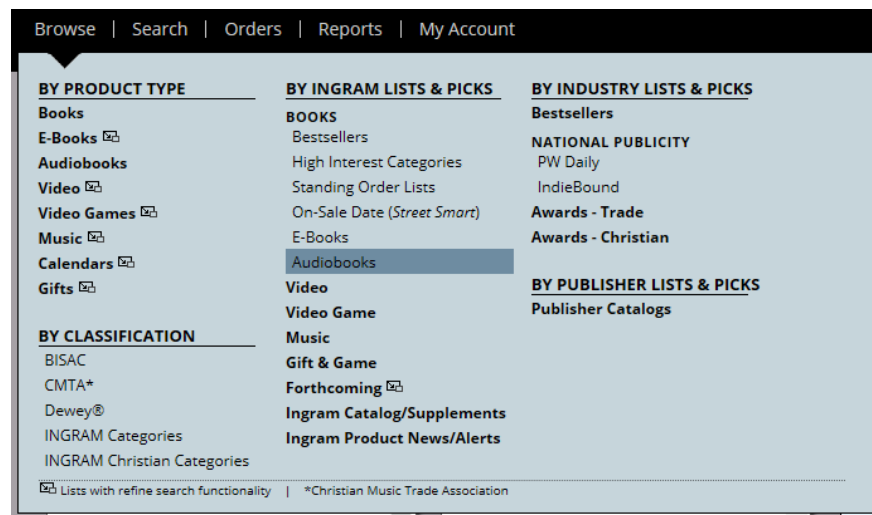
- ❖ Simple search by Title, ISBN, Author, Keyword, Series, Dewey®, and more
- ❖ Ingram stock information and real-time stock check
- ❖ Title descriptions
- ❖ Physical Information, LC Subjects, LCCN, Dewey
- ❖ Ability to create, edit, download, and/or order lists by clicking titles within ipage, importing a document to ipage, or pasting EANs into ipage.
- ❖ Sort by Author, Title, Binding, Dewey, ISBN, Price, Pub Date, Publisher, Standard Retail Price, Ingram Demand, and more
- ❖ List sharing options
- ❖ Download brief MARC order records
- ❖ Ordering and order status information
- ❖ Account management and reports
- ❖ ipage selection lists created by Ingram staff librarians

Collection Development Services

Complimentary Curation Services for Collection Development

Ingram's MLS-degreed Collection Development librarians provide a wide array of lists **at no charge** to Ingram customers on ipage under the Browse menu. These lists are regularly updated and can be added to an existing or new selection list with a click of a button for ordering. Browse features in ipage include:

INGRAM.



Clicking through on any of the links on this page, users see another layer of lists for various months and separated by MP3, CD, etc. Current lists include:

Adult Forthcoming Audiobooks

- July 2017 - Fiction CD
- July 2017 - Nonfiction CD
- July 2017 - MP3 Fiction
- July 2017 - MP3 Nonfiction
- June 2017 - Fiction CD
- June 2017 - Nonfiction CD
- June 2017 - MP3 Fiction
- June 2017 - MP3 Nonfiction
- May 2017 - Fiction CD
- May 2017 - Nonfiction CD
- May 2017 - MP3 Fiction
- May 2017 - MP3 Nonfiction

Youth Forthcoming Audiobooks

- July 2017 - CD Youth
- July 2017 - MP3 Youth
- June 2017 - CD Youth
- June 2017 - MP3 Youth
- May 2017 - CD Youth
- May 2017 - MP3 Youth

Youth New and Popular Audiobooks

- Audiobooks for Preschool
- Audiobooks for Kindergarten through Grade 2
- Readalongs for Preschool
- Readalongs for Kindergarten through Grade 2
- Readalongs for Grades 3-5
- Juvenile Audio Favorites
- Young Adult Audio Favorites

Standing Order/New Title Notification Programs

Ingram has a wide array of no-commitment Standing Order Programs for our library customers. These Programs allow libraries to keep important portions of their collections up-to-date automatically and to more fully develop parts of the collection to meet community needs. Each Program is specially designed to provide the latest releases with full customization, minimum hassle, and standard discounts. There is no extra charge for participating in our Programs.

With the options of enrolling as "Report Only" or "Auto-Ship", **Ingram standing order programs are designed to provide the ultimate flexibility.** Libraries enrolled under the Auto-Ship option have two weeks to edit quantities or delete titles before the list is automatically ordered. Customers have the option of modifying quantities or canceling any order before the titles are in process to be shipped, and may edit program enrollments at any time. **With Ingram, you never receive titles in your library unannounced.**

We recognize that many libraries prefer to place their own orders, either through ipage or their Integrated Library System, and so we offer a Report Only option. The Library can review the title lists, upload final selections to their ILS and place orders solely at their convenience. With this Report Only option, **our programs serve as a new title notification system.**

New titles are added to Ingram's database several months in advance of publication. To participate in a standing order, a customer completes an online enrollment form, letting us know the quantity, and in some cases binding type, of the titles they wish to receive. Based on this profile, we place the titles on backorder (generally 2 to 3 months before release). The Program lists will appear in ipage under *Lists/All Program Lists* each month, and the library receives email notification that a list has been created.

For customers who select the Auto-Ship feature, major hardcover titles will ship as soon as they are received or by the street date. Otherwise, titles will consolidate with your next shipment or ship within 15 days of receipt, whichever comes first. Report Only customers can place their order at any time.

Our Author Adult, Author Teen, Author/Illustrator Children, Awards/Book Clubs/State Lists, iSelect programs each feature audiobooks as a format option for all line item offerings.

E-Communications

Ingram Library Services offers a host of free electronic newsletters designed to inform, entertain, and offer ideas and resources for collection development. Examples of these newsletters are *Adult Librarian News & Reviews*, *News and Reviews for the Youth Librarian*, and our *Collection Development* newsletter including important information on Ingram's Standing Order programs. *Adult Librarian News & Reviews* includes Audio Reviews:

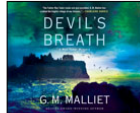
INGRAM

Adult Librarian News and Reviews

[HITS Highlights](#) | [Author Interview](#) | [Book Reviews](#) | [Audio Reviews](#) | [Collection Affection](#)

Audio Reviews

Fiction



Devil's Breath, [CD](#) and [MP3](#)
by G.M. Malliet, read by Michael Page

In this sixth Max Tudor novel, Malliet sets the murder of Margot Browne, a famous American actress, on board a luxury yacht off the coast of England. In traditional closed-circle style, *Devil's Breath* is a classic British cozy mystery. The colorful cast of characters include Romero, the famous film producer who has invited everyone on board, Margot's longtime stylist, Maurice, Margot's struggling actor boyfriend, Jake, a German Baron and Baroness who mooch off of others, the yoga instructor, a struggling author, a hot tempered chef, and the ships varied crew members. Max Tudor is called in from his happy life as a priest in Nether Monkslip to assist M15 by DCI Cotton and his former partner, Patrice, to solve Margot's murder. In doing so, he finds more mysteries than he bargains for. It seems that several of the yacht's guests have secrets to keep. Michael Page is a veteran narrator and his voice adds depth to the story. Highly recommended for all public libraries.

—Holly Hebert, MLIS, Collection Development Librarian



I Found You, [CD](#) and [MP3](#)
by Lisa Jewell, read by Helen Duff

Alice discovers a strange man sitting on the beach outside her cottage on the British coast looking lost and alone. The man, whom they name "Frank", has lost his memory and has no idea who he is or how he got there. Meanwhile, Lily's husband hasn't come home for over a week and she has no idea what became of him. They have just married and are so in love. What could have happened to him? Flashback to 1993 when Graham and his family go on their annual family vacation to the beach. There they meet a handsome young man who takes a sudden interest in Graham's little sister, but something isn't quite right. Jewell in *I Found You* tells another suspenseful, gripping tale that psychological thriller fans will love. Duff is a master narrator who brings out the characters well. Highly recommended for all public libraries.

—Holly Hebert, MLIS, Collection Development Librarian

Processing Services

Currently your Ingram Digital Spoken Word Audio accounts are profiled to receive these processing services:

Audiobook Cases

Ingram can re-package audiobook materials into our standard cases when the publisher supplied case is not suitable for library circulation. Our standard case offerings include:

- Spoken Audio Small (1-12 CDs)
- Spoken Audio Medium (13-20 CDs)
- Spoken Audio Large (21-32 CDs)

Digital Processing for Audiovisual

Ingram makes digital processing easier with our exclusive one surface printing that combines all customizable labels on a single reformatted reprint. Options include library logo, spine label, barcode, branch name, special alert, contents label, and platform to name a few. This accommodating printing stimulates patrons' interest and increases circulation by featuring your library's logo and brand identity. We print to the exact size of the designated casing then trim and insert the single printed piece to match your custom profile.

RFID and Barcode Sets

Ingram will apply and program StingRay Full Disc Overlay RFID Tags on the first disc, with two physical barcodes on the digital artwork that are linked to the RFID tag. In order to meet the Library's requirements, Ingram recently special ordered new label stock for your barcodes, after samples were approved by the Library.

INGRAM

Custom Cataloging Services

Ingram provides access to full-level MARC records through BookMARC, the proprietary Ingram cataloging database. BookMARC includes the complete LC MARC database, as well as tens of thousands of entries created by Ingram's MLS-degreed catalogers.

Ingram is a trading partner with OCLC, wherein our CIP upgrades and MARC record originals are accepted by OCLC for inclusion in WorldCat.

Ingram cataloging is in accordance with the latest editions and versions of the Anglo-American Cataloging Rules/RDA, MARC21 Format, OCLC Bibliographic Formats and Standards, Library of Congress Classification Schedules, Dewey Decimal Classification, Sears List of Subject Headings, and Library of Congress Subject Headings. Ingram cataloging is consistent with LC rule interpretations and cataloging practices.

Custom Cataloging Steps

In the paragraphs that follow, we have provided information on the cataloging procedures that we propose to utilize for this project.

1. The library's online catalog is searched through a Z39.50 interface to determine if a MARC record exists at the library site.
2. If a MARC record exists in the Library's catalog, it is pulled into the Ingram MARC editor where the newly acquired title/bar code is added to the existing record. All edited records are saved to a file and then transmitted via FTP to the customer at the end of each day, so the customer can pull the updated records into their online catalog. Ingram does not modify or upgrade records already in the Library's database.
3. If a cataloging record does not already exist in the Library's online catalog, Ingram Library Services' in-house BookMARC system is searched. Ingram will also search OCLC. If a cataloging record is located in OCLC, the Ingram cataloging associate pulls the record into the Ingram MARC editor, where the barcode and local call number are added to the record.
4. If the required record is not found in BookMARC or OCLC, an Ingram cataloger can create an original record, or upgrade a previously-existing record in accordance with all national cataloging standards. The records to be upgraded are CIP records, existing BookMARC records that are not full MARC records, and contributed records that have previously not been reviewed by a cataloger. Upgrading cataloging records involves taking a CIP record, or a record from another source that is less than a full cataloging record, and upgrading it to full MARC status.

After all needed cataloging records are created per the specific order; they are transmitted via FTP to a designated library employee, who is responsible for loading the new records. This loading process will need to be completed by the Library within one business day after Ingram sends the information. Alternatively, Ingram can load the records into your system should this approach work better with your workflows.

5. Once the new record is in the Library's online catalog, holdings are added for every item in the order.

Our turnaround time for in-stock, shelf-ready, custom cataloging orders is 7-10 working days from receipt of order to shipment.

Training

ipage training will be provided **free of charge and at the request of the Library**.

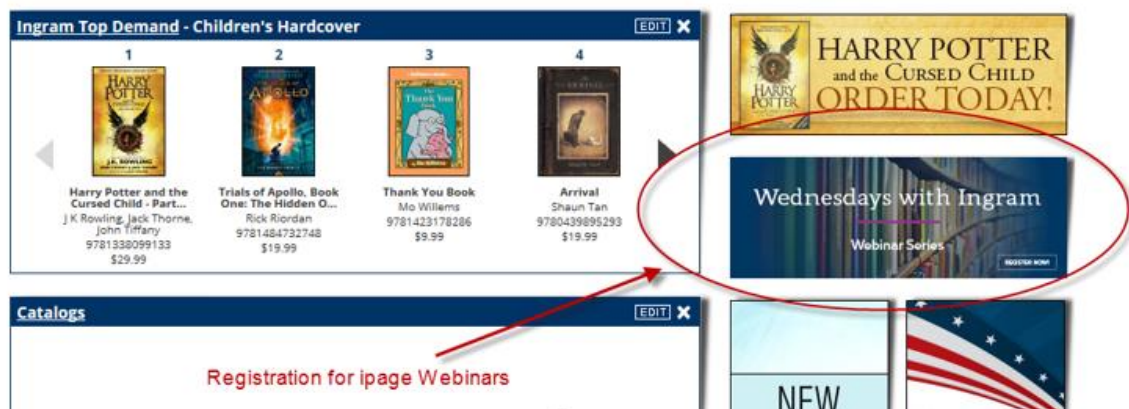
Onsite ipage training will be provided for library staff who are unfamiliar with ipage or who would like a review of ipage functions. This training is available for as many staff as the library specifies. Your Ingram Senior Sales Representative, will provide the onsite ipage training.

Excellent, remote-delivery “WebEx” training can be provided for refresher and update training and is also **free of charge**. WebEx provides very flexible, user-friendly training, allowing libraries to request training sessions for individual library staff or for groups. The Inside Sales Team will provide remote training.

Wednesdays with Ingram Webinar Series

Ingram has a regular, ongoing webinar series called *Wednesdays with Ingram*. These one-hour webinars are held most Wednesdays throughout the year, from 1:00 p.m. – 2:00 p.m. CST. The Inside Sales Team hosts these ipage tutorials, which cover topics from basic functionality to high-level navigation.

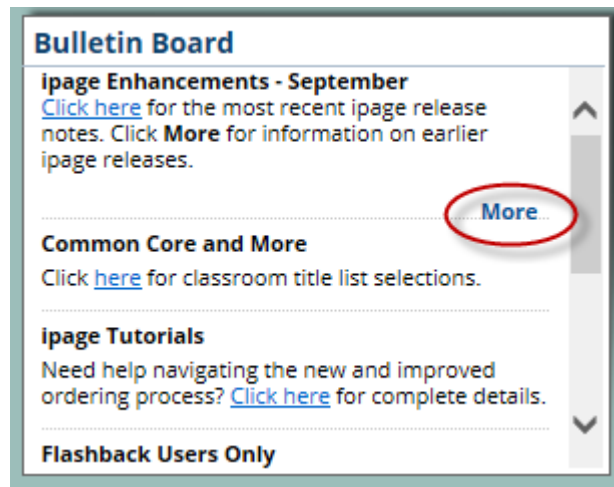
You can find registration information on ipage Home page:



If library staff can't participate in the live sessions, by registering they will receive an email reminder post-live event when the webcast is archived and available for on-demand viewing at their convenience.

New Releases and Upgrades

The ipage Bulletin Board widget provides access to ipage release notes, giving information about new functionalities. Clicking on the “More” link will bring you to a list of the most recent release notes.



Ingram Contact List

Stephen Casey serves as Senior Sales Manager for Ingram Library Services for the State of Texas. Stephen is very familiar with Ingram's programs and policies, and will contact the Library on a regular basis to monitor progress, discuss new programs and provide training as well as gather feedback from Library staff. **Tom Graziosi**, Inside Sales Representative, will also be assigned to the Library, providing an additional level of sales support. As Tom is based in our corporate headquarters in La Vergne, Tennessee, he will serve as your day-to-day contact. Tom will coordinate with all Ingram Departments, including Customer Care, Credit, and Accounts Services.

APL has toll-free telephone access to any Ingram point of contact at (800) 937-5300, or you may reach your Senior Sales Representative directly at:

- Stephen Casey, Senior Sales Representative (214) 952-6310
Email: stephen.casey@ingramcontent.com
- Tom Graziosi, Inside Sales Representative Ext. 31313
Email: tom.graziosi@ingramcontent.com
- Customer Care Press Option 1, then 1
Email: ILSCustomer.service@ingramcontent.com
To Discuss Concerns or Issues Regarding Your Account
- To Place an Order Press Option 1, then 2
- Account Services Press Option 1, then 3
Email: requirements@ingramcontent.com
To Set Up / Update an Account
- To Check Stock Status Press Option 1, then 4
- Toll-Free FAX Ordering (800) 677-5116
- Credit Department (800) 937-8100
- Technical Support (800) 937-7978

Freight Terms

Orders will ship with Ingram-paid freight from your Ingram designated primary and secondary distribution centers. Items receiving custom cataloging and/or digital processing services may ship from a single distribution center exclusively.

Returns Policy

Ingram's Returns Policies provide for prompt and efficient resolution for reporting and returning materials that are damaged, defective, or shipped in error.

- Ingram Customer Service associates are happy to assist with issues including shortages, damages, or defects, and to provide returns authorizations as required.
- Customer Service hours of operation are Monday through Friday, 7:00 a.m. – 7:00 p.m. (Central Time.)
- Through ipage, the Library may create Hassle-Free returns, report shortages, track status of a return, and view credit memos. ipage is available 24 hours a day, 7 days a week.

Processed Materials

Items that have received cataloging or processing per the Library's specifications are no longer in resalable condition, and therefore can only be returned due to an Ingram error or if defective or damaged.

- The Library is asked to report any cataloging and processing errors as soon as they are noticed, so that Ingram can research and resolve the issue in a timely manner.
- Processed material returns require return authorization from our Customer Care Department. To request authorization, please call **(800) 937-5300 Ext.27665**.

Audiovisual Materials

Unprocessed audiovisual materials that are damaged, defective, or shipped due to Ingram error may be returned up to **60 days** after the invoice date.

- Audiovisual returns require return authorization from our Customer Care Department. To report defective or damaged product and request authorization, please call **(800) 937-5300 Ext.27665**.
- Playaway® accepts return of defective products within one year of the invoice date. The Library should contact Playaway directly.

Ingram does not stock replacements for single discs in a multi-disc title. For damaged or defective titles reported to Ingram, we would replace the entire product or issue a credit if the title is no longer available.

Individual replacements for discs lost or damaged after receipt by the Library may be available directly from the title's publisher. For example, Brilliance Audio Library Edition audiobooks have a guarantee of free disc and vinyl case replacements. Publisher contact information for every title is easily obtained on ipage at the Library's convenience, 24/7.

Non-Returnable Materials

Each publisher decides if their product is non-returnable. This may be on a product-by-product or binding-by-binding basis, or as items go out of print. Therefore, Ingram does not assign a non-returnable status to a publisher.

- Non-returnable items are indicated as such on ipage.

- Ingram cannot accept return of any product that we do not stock or items that were not originally purchased from Ingram.

Items Damaged in Shipping

For materials damaged in transit, the Library is asked to always accept delivery of materials. Damage should be noted on the carrier delivery receipt, and the Library should call our Customer Care Department for instructions on making a return.

Overstock Returns

Return of unprocessed materials sent after the 60-day window will be handled as Overstock Returns.

- Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months.
- Overstock returns will have a 10% restocking fee applied.
- All product returned to Ingram must be in a condition that it could be resold. Therefore, we cannot accept return of processed items as overstock returns.
- Ingram reserves the right to send back, at the Library's expense, all products returned to us that is not in resalable condition.

Credit Memo

Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram.

- A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited.
- Credits will be reflected on the monthly statement with reference to the purchase order number.
- For items with an Ingram error, when Ingram requires the Library to return the physical product to our distribution center, a Call Tag may be issued.
- The Library is responsible for shipping and carrying charges on items that are not damaged, defective or shipped with Ingram error.

No Charge Replacement

As an alternate to a credit, libraries may call our Customer Care Department for a No Charge Replacement for any item that is damaged, defective, or shipped with Ingram error.

- If a replacement title is available, the Customer Care Representative will either email or fax a No Charge Replacement Return Authorization form to your library.
- The Library must mail this form along with the returned item and the original packing slip for a replacement copy.
- For Libraries that provide cataloging and processing information as part of their orders, Ingram may issue a credit for a No Charge Replacement and the Library would be required to submit the reorder via EDI or whatever method was used for placing the original order.

Claims

Please notify us if you have not received an anticipated publication or if an order is short shipped. Any anticipated publication may have a slightly delayed release that will be reflected on ipage. If an order is shipped and materials do not arrive, claims will be directed to our Customer Care Department to ensure tracking and replacement is handled as quickly as possible.

Payment Terms

Payment terms under this contract shall be NET 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped. While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

For opening day collections, items are invoiced when they are moved to storage in an Ingram facility after receiving processing and cataloging services, and are payable within 30 days EOM. Ownership and title of said product passes to the City upon receipt of payment.

Payment Methods

Electronic Funds Transfer - EFT is a method by which ipage customers can pay invoices online by direct bank draft. All data transferred to your browser is encrypted using the Internet protocol, Secure Socket Lay (SSL.) SSL is a protocol designed to provide privacy between a Web client and a Web server by encrypting all data sent between your Web Browser and the ipage server.

EFT allows you to pay your entire statement online, or you can pay specific, individual items. You can view information on any electronic payment detail for the last 45 days.

Only the ipage Administrator and the Accounts Payable designate have access to this function. Note that EFT is set up to allow only one Library staff member at a time to use the function. When one user leaves the EFT function, another Library-designated staff will be able to use EFT.

Credit Card - Ingram can profile your account to receive payment via your MasterCard, VISA, American Express and Discover credit card. An account must be established specifically for credit card purchases, and your credit card information must be provided at the time of account set-up. Orders placed on these accounts will be automatically charged to the credit card. The Library may also establish an additional non-credit card billing account with Ingram's standard 30-day billing/payment terms.

Pay Online - Payments can be made electronically on ipage through a bank account(s) profiled on the account. Pay Online Easy Clicks include: Pay Amount Due, Pay Total Balance, Pay Individual Items Only, Recent or Pending Electronic Payments, and Change Bank Account. All financial transactions processed on ipage utilize SSL encryption.

Check – Ingram will accept payments by check. Please include your account number and invoice number on the check to ensure proper credit to your account.

All payment checks should be sent to the following address. Please note that this is a remittance-only address, and no other correspondence should be sent to this Post Office Box.

Ingram Library Services LLC
PO Box 502779
St. Louis, MO 63150-2779

Closing

Our staff is readily available to provide any additional information needed and discuss Ingram's current and developing strategy for content and service delivery. Should you have any questions regarding Ingram's Professional Services Letter or to request pricing information, please feel free to contact Patrick McElhiney, Sr. Contract Management Specialist at (800) 937-5300, extension 35721. He may also be reached by email at ilsbids@ingramcontent.com or by fax at (615) 213-6004. We would appreciate the opportunity for continued partnership with your Library on this latest initiative.

Best Regards,

A handwritten signature in black ink that reads "Pamela R. Smith". The signature is written in a cursive, flowing style.

Pamela R. Smith
Vice President, Sales

PRS/pm



May 18, 2017

City of Austin, Texas
Attn: Jorge A. Valle, CPCM
Contract Management Specialist IV
Central Library
Austin Public Library

RE: Professional Statement Letter

Midwest Tape is honored to have the opportunity to respond to the Austin Public Library's request for Professional Statement Letter regarding our Audiobook offering. Midwest Tape has enjoyed an excellent partnership with the Austin Public Library for fifteen years providing the Library with a high level of products and services to best support the library's mission. All required services (processing, cataloging, standing orders, ILS integration and accounts) are currently in place for your library here at Midwest Tape and we stand ready to assist.

At Midwest Tape, we have not just focused on your library as a *customer*; we have focused on your staff as *librarians* who serve your customers (patrons) to better meet the demands of your community. We've been working with public libraries since 1989, listening and providing an array of products and services to fulfill their needs. It begins with our vast catalog of quality media products. Midwest Tape delivers the expertise to help libraries deliver a better customer experience. The following pages lay out our proposal to the library articulating our knowledge, capabilities, and enthusiasm to maintain and advance our relationship with your library system for many years to come.

Audiobook demand has exploded as the format is now one of the most popular in the publishing industry. Your patrons are listening in the car, at home, and even at school or work, and they're looking to your library to put an excellent collection on your shelves. We have all the tools and titles to help you build an audiobook collection that is vibrant, diverse, and second to none.

We start by giving your library access to a huge selection of audiobooks. We offer titles from more than 250 publishers, big and small, including Simon & Schuster, Macmillan, Penguin Random House, and many more. We've tailored our audiobook service with an array of programs and tools that get the best titles onto your shelves and into your patrons' hands quickly and easily.

Midwest Tape has enjoyed an excellent partnership with the Austin Public Library (APL) since April 25, 2002 providing a vast array of patron-demanded audiovisual materials. To help meet your library's needs we currently provide **free** ILS integration services through their Symphony ILS; **free** vendor level records for order placement; **free** unlimited access to our website; **free** customized standing order plans that are currently provided to your.

Additional services provided to your library through Midwest Tape are our value-added services of digital processing with Full Level OCLC MARC records along with item record linking services. These



services are currently in place for your library here at Midwest Tape providing your library a smooth transition into the new contract with no delay in services.

The information and pricing, contained within this Professional Statement, will remain in effect for 120 days or longer as needed by the Library committee to reach its final decision. Should there be further information required or a demonstration of our user-friendly website, please feel free to contact the following individuals:

Sue Bascuk, Vice President
800-875-2785
sbascuk@midwesttapes.com

Jeff Clark, Account Executive
800-875-2785; 419-346-1599
jclark@midwesttapes.com

Janet Timm, Bid Specialist
800-875-2785
jtimmm@midwesttapes.com

Summary of Company

Midwest Tape is the librarian's number one choice for audiovisual materials. Our Customer-First approach to business is our key strength. By listening to our customers, streamlining workflows of librarians and providing excellent customer service along with providing a variety of audiovisual products including Audiobooks.

Midwest Tape has been serving Public Libraries for over 27 years. Listening to the needs of our library customers, we have developed product lines and services that meet the ever-changing needs of our customers. Working with over 225 Audiobook publishers, our inventory contains over 50,000 unique Audiobook titles and approximately 250,000 units in inventory at any given time of English, Spanish and other languages. Our Marketing Department works on a daily basis acquiring new vendors to expand our ever-growing collection.

The following are a few key aspects of our service that have enabled us to become the largest supplier of audiovisual products to Public Libraries throughout the United States & Canada:

- Full integrated services with the Austin Public's SirsiDynix Symphony system for electronic ordering and invoicing.
- Our free website is considered to be the "friendliest" when it comes to Audiobook product lookup. Browsing our site is efficient and intuitive. Lists can be sorted, filtered and easily moved to a cart.
- Our telephones are answered by 'live' Customer Service staff that are cross-trained to assist the library with any questions you may have. One call usually satisfies your need.
- We offer drop-shipping options.
- Affordable cataloging options
- All of our retail priced audiobooks arrive repackaged into our SoundSafe Case.

- **SOUNDSAFE CASES**

- All retail-priced audiobooks from Midwest Tape are repackaged into our exclusive SoundSafe case, designed to withstand the rigors of library use.
- Inner sleeves hold discs securely and prevent scratching.
- 12-, 22-, and 44-disc capacity cases are available (6-disc capacity under development for 4th quarter 2017 release).

Midwest Tape is Limited Liability Company that was incorporated in 2004 in the state of Ohio and has been providing audiovisual materials to libraries since 1989. From the outset, our company's industry-leading customer service structure, revolutionary innovations, and advanced technologies have been built based entirely on what libraries have been telling us they require; as a result, Midwest Tape has been extremely successful in implementing dramatic new web-based selections, ordering and reporting services, and expanding the material categories it offers its ever-growing customer base; further, library feedback will always remain the primary focus behind all company innovation going forward into the future.

The management staff built their cumulative expertise in the audiovisual industry by providing movies rentals to the public through successfully managed video stores in the 80s and 90s, a success which allowed Midwest Tape to forge a significant and very popular audiovisual distribution offering to public libraries across the North America. As the industry has evolved, so has the company, again primarily because the management of Midwest Tape listens to the librarians the company serves and – as a result – has been and will be able to develop uniquely-valuable technologies and continually improve on the industry-leading services which are offered by the company.

A single warehouse located in Holland, Ohio provides our libraries with all audiovisual materials and are shipped to Austin Public Library from this single location taking approximately 3 business days through our Fed Ex carrier. Our 135,000 square foot, climate controlled, full insured, facility houses our vast inventory, all management and administrative staff; Customer service support team, information technology programmers; digital processing service center, cataloging support staff; marketing and data entry staff. Midwest Tape employs 330 full-time employees serving the needs of public libraries throughout North America.

We provide our libraries with Audiobooks at retail price, but each are repackaged into our SoundSafe Case at no additional cost. (Labeling integration – VIP processing charges do apply.)

Our inventory contains over 260,000 unique audiovisual titles with over one million units in stock at any given time. The number of new titles added to our inventory each year is dependent on movie studios, music label and publisher output as well as customer demand. As of this date 2017 the number of titles in our database for audiobooks is 49,314.



Number of unique audiobook titles sold in 2016 by Midwest Tape

Total non-print titles sold:	118,222
Total Audiobook titles sold:	21,860

Audiovisual (total of all formats offered by Midwest Tape) Volumes sold processed/unprocessed in 2016 by Midwest Tape:

Total volumes (units) sold:	6,270,340
Total volumes (units) sold processed:	4,437,761
Total volumes (units) sold unprocessed:	1,832,579

Spanish language titles in inventory total 5,470 titles of which 502 are audiobook titles. The other titles include 2,209 DVDs (including Blu-Ray) and 2,759 music CDs. These includes titles in the original language, Spanish dubbed, Spanish subtitles, and English subtitles.

Midwest Tape provides audiovisual materials in the following languages: African, Albanian, Arabic, Aramaic, Armenian, Bambaran, Bengali, Bosnian, Bulgarian, Cantonese, Catalan, Chinese, Croatian, Czech, Danish, Dutch, Farsi, Filipino, Finish, Flemish, French, Georgian, German, Greek, Gujarati, Hebrew, Hindi, Hungarian, Icelandic, Indonesian, Inuktitut, Iranian, Italian, Japanese, Kannada, Khmer, Korean, Ladino, Latin, Lithuanian, Malay, Malayalam, Malyalam, Mandarin, Maori, Marathi, Mongolian, Napalese, Napali, Norwegian, Persian, Polish, Portuguese, Punjabi, Romanian, Russian, Serb/Croatian, Serbian, Silent, Sinhala, Slovak, Slovenian, Swahili, Swedish, Tagalog, Taiwanese, Tamil, Telugu, Thai, Tibetan, Turkic, Turkish, Ukrainian, Urdu, Vietnamese, Welsh, Wolof, Zulu.

Support Staff assigned to Austin Public Library for their Audiobook needs:

Jeff Clark, Account Executive

email: jclark@midwesttape.com

800-875-2785 office

419-346-1599 cellular

Jeff has been with Midwest Tape for 2 years but in the Library industry for over 30 years. He has quickly become a valuable asset to the Sales Support Group focusing his attention in the Texas Library market. He can be contacted for any questions pertaining to our audiovisual product line, added-value services, or any contractual information that may be required. Jeff will also provide on-site visits for training and industry news updates.

Our Customer Service Department is staffed with personnel that are cross-trained in several areas of our company to provide the library with product information, problem resolution and prompt attention to any of the library's needs with one phone call.



James Gonzalez, Processing Coordinator

email: jgonzalez@midwesttape.com

800-875-2785; 7 years of service to Midwest Tape

James will provide the Processing and Cataloging support to the Austin Public Library. He will be the central point-of-contact for the set-up and ongoing support for our processing and cataloging services as well as product returns. He will provide feedback and issue resolution to any problems within one business day. If the issue cannot be resolved in that timeframe, James will keep your library staff continually updated until the issue is resolved to the library's full satisfaction.

Erica Messinger - Audio book Collection Development Expert

emessinger@midwesttapes.com

800-875-2785

Erica has 9 years of experience working with libraries and their various collection development needs in our ever-growing audiobook product line. Erica has been supporting the development of our Audio Book collection development programs and profiles since its inception. Erica will be responsible for the Audio book collection selections.

Our Collection Development Team works daily with our Customized Standing Order Plans which incorporate today's hottest, newest releases in audiovisual materials that include bestsellers, award winners, critically acclaimed and specialized core collections. Using their various sources of notifications, our team will enhance your library's collection lists with top titles and a review of library owned titles (back catalog titles) to truly provide a well-round collection.

Midwest Tape collection development experts rely on their own comprehensive media knowledge and sound judgment to gauge not only the quality, but also the potential popularity of a title. Audiobook review sources include, but are not limited to: New York Times, AudioFile, Library Journal, Publisher's Weekly, Kirkus, School Library Journal, Entertainment Weekly, Booklist, Bookpage, USA Today. Additional Audio book sources: New York Times Best Sellers List, Audie Awards, Parent's Choice Awards, Hugo Award, Nobel Prize for Literature, National Book Awards, NY Times Notable Book List, Alex Awards, Newbery Medal, Grammy Awards, book Sense Book of the Year, National Book Critics Circle Awards Edgar Awards, Pulitzer Prize, Young Readers Choice Awards. Governor General's Award, Booker Prize for Fiction, AudioFile Earphones Award, Listen Up Award Winners, Oprah's Book Club, Pen/Faulkner Award.

Value-Added Services

ILS Integration: Midwest Tape's website has the full capability to interface with all of the major ILS systems, including SirsiDynix Symphony at no charge to your library to help support electronic ordering, MARC record delivery and electronic invoicing. 9xx holdings information contained in order records can be pre-programmed to be included in MARC data exchanged with OCLC to provide for creation of acquisition system order records and to facilitate FTP order transmissions. Midwest Tape's Information



Technology staff can provide the programming of more information through our vendor records and Full OCLC MARC Records options.

We provide our EDI customers access to the Midwest Tape FTP server to facilitate the exchange of EDI X12 orders, acknowledgements and invoices. Our system can receive extended BISAC, enhanced EDI and/or X12 orders with the ability to build orders with quantity, library, location and item type.

Midwest tape can gather information and do the necessary programming to create 9xx order record tags to be attached to **free** vendor records downloaded from the Midwest Tape website. Midwest will obtain a list of funds, locations and holding codes and other necessary information to fill out the grid on the Midwest Tape web site.

Your library's current 9xx set up includes a 947 tag containing f=fund, h=holding code, p=price and q=quantity along with a 946 tag containing the Midwest Tape stock number. These fields can be adjusted to the library's preferences. Tags and subfields can be added, modified, or removed at the library's request.

The set-up and support of these electronic ordering/invoicing services are provided to the library free of charge.

Using our free vendor records for the items in your carts eliminates hand-creating orders in your library's Symphony ILS system. Using information your library provides, we will program the additional order record tags attached to your downloaded vendor records. These order record tags vary by ILS, but the tag itself is usually found in the 900s. This 9xx tag will carry whatever fund (budget), location, collection code, pricing information, and note fields you need. Additionally, the list price of the title can be placed within our vendor records which are located usually with the 020 tag or can be customized within any other tag required by the library. When product ships, the library is sent a MARC file with 949 tags with barcodes to create the item records in Symphony.

Midwest Tape provides our EDI customers access to the Midwest Tape FTP server to facilitate the exchange of EDI X12 orders, acknowledgments, and invoices. Using Symphony software, the library uploads orders to the FTP site. Midwest Tape retrieves these orders from the 'In' folder on the FTP site, at which time they are automatically imported to the Midwest Tape system. All programming, use of, and technical support for the included electronic services is completely free of charge. We welcome any opportunity to guide your staff through this process.

Website: The Midwest Tape website (www.midwesttape.com) is available 24 hours a day, 7 days a week and has been praised as the most user-friendly in the industry. Midwest Tape's website, provides for free, unlimited logins for APL selectors and other designated staff. Currently APL has six website Administrators, nine Buyer level access personnel and thirty-eight Shopper level access personnel that utilize our website. Our website has been praised as being the industry leader for product searching, cart development, ease of ordering and much more. Our website was designed with the input of

libraries to assist in providing a variety of work-flow solutions. There is no charge for any level of access on our website.

Customized Standing Order Plans (free) - Midwest Tape offers a variety of vendor assisted collection development services. We offer Customized Standing Order Plans for Audiobooks designed to allow for the flexibility to support a variety of selection plans for the Library. This service delivers customized selection lists based upon various plan profiles of library collection needs. Lists are sent as website carts every two weeks enabling the library to edit and select all materials. These plans are provided at no additional charge to the library.

Our Customized Standing Order Plans, uploaded as carts for your users is the earliest and easiest method of advance notifications of 'hot' titles. Additionally, on our website there are several areas in which the user can view these notifications. The first would be the banner display on the homepage for Audiobook titles. This rolling screen offers a view of titles that are "New Audiobook Releases" and allow the user to add them to a cart for future release.

Your library-assigned Audiobook Collection Development Expert, Erica Messinger, will provide the support needed for any specialized audiobook collection the library may need. All collection development lists and support are provided free of charge.

Processing - VIP (Variable Integrated Processing) digital processing services will be provided for APL's Audiobook materials. This patented digital process eliminates the need for labels by scanning the original packaging and digitally embedding all of the library's labels directly onto one sheet of paper which includes the front, spine and back of the title's artwork.

Digital processing services for APL's Audiobooks will include the following:

- VIP LIBRARY LOGO
- VIP BARCODE
- VIP SPINE LABEL
- NUMBER OF DISCS INDICATOR

Hand-applied by our team:

- STINGRAY OVERLAY – MWT SUPPLIED & ACTIVATED
- MWT CREATED HUB LABEL – EVERY DISC

Disc (s) and artwork transferred into a SoundSafe Audiobook case.

Advantages of our VIP digital processing service include greater processing accuracy, faster delivery of processed materials, savings on label costs, and extremely high quality digital images. Most importantly, digital processing serves as a significant theft deterrent; in fact, digital processing has been proven to reduce theft by up to 40% in libraries troubled by this problem.



We tailor our processing services to best meet the needs of every library. Communication is very important in such a valued service between the library and our Processing Department. Our VIP digital processing service was designed with input from our public library customers based on their individualized processing needs, making it the fastest growing area of our company.

Please note that our processing services are not charged on an ala carte basis. The pricing offered to Austin Public Library is inclusive of all required services. The price breakdown on the Pricing Form is provided per the form's instructions.

Cataloging - Through a solid eleven year relationship with OCLC, Midwest Tape has the capability of providing a MARC record on any title offered. The development of a shared website has helped to solidify the partnership between OCLC and Midwest Tape. It also provides the opportunity to coordinate efforts and have cataloging completed in a much more efficient manner than ever before. If an OCLC record does not currently exist on WorldCat, Midwest Tape provides a scanned image of the product to OCLC on this dedicated site, while at the same time creating a Level k record on WorldCat with our Midwest Tape OCLC Symbol (TEFMT). OCLC reviews this information via access to the same site and completes original cataloging on these items. All New Release titles are cataloged no later than four to six weeks prior to street date with some audiobooks cataloged six months in advance, ensuring an appropriate time period to have MARC records completed, and product processed and delivered to Austin Public Library by street date. This type of daily communication between partners encourages an open platform to discuss priority of work.

Midwest Tape offers a variety of cataloging services ranging from free vendor records to fully customized cataloging. Midwest Tape provides MARC records through a unique relationship with OCLC. Our relationship has been ongoing for over a decade, supporting the creation of efficient cataloging workflows and sharing of data. We provide these different levels of cataloging services to more than 2,500 individual libraries. Last year alone, Midwest Tape delivered over 2,150,000 order records and over 675,000 OCLC MARC records.

Austin Public Library will work directly with Midwest Tape for all levels of cataloging services, this includes the transmission of records, billing of MARC services, set up services and resolution to any cataloging error. OCLC simply provides support and enhancement of information.

Our Data Entry staff members continually monitor studios/publisher websites for upcoming releases and/or rereleases of popular materials. They also use their industry knowledge to follow trends, monitor award winners, predicted sales trends, popularity of a genre, artists, authors and more. Utilizing these sources our 19 member Data Entry staff (including an MLS Librarian with specialization in audiovisual materials) create what are called Level K records directly into World Cat (when no current record exists). OCLC then completes the final enhancement of the record including the assignment of a unique OCLC number to each title.



There are several levels of MARC Records that the library can receive from Midwest Tape:

Vendor MARC records (free of charge): The records can be downloaded directly from our website at the time of order with specialized 9xx order tag programming available to better assist your library with downloading of information into the Symphony ILS program. In a three month time span, nearly 1,000 vendor records have been downloaded by our customers saving them valuable time and money.

Full MARC records (\$1.20 per title): These records are valuable by-product of the Midwest Tape created Level K record and are completed by OCLC. This most popular level of record is what your library can access through WorldCat, at a fraction of the cost. This level of record is the mostly commonly used by our library customers for today's most popular library audiovisual materials. These save time and money. However, these records are not tailored to local cataloging practices. Many of libraries utilize this record and apply their own local cataloging practices when they receive the record. This level of record is in place for APL with item linking services in their 949 tag.

Over 450 libraries we currently work with utilize our Full MARC Records as the most cost and time effective level of record for today's most popular library materials in their libraries.

Customized OCLC MARC Records: This level of record provides very detailed customization of the library's records based on their local practices. This level of record is priced based on the detail of records needed by the library. Customized level had been provided to Austin Public Library in past years at the cost of \$6.50. However, the library recently made the change to move away from this expensive record to our more cost-effective level of vendor and/or Full Level. Currently only 32 libraries utilize this level of cataloging for their audiovisual materials with Midwest Tape.

All levels of records are charged per title, not per item. Through all record levels (Full & Customized) your library's holdings will be updated in WorldCat as part of the record.



In Summary - Austin Public Library has come to be a valued and trusted partner of Midwest Tape for more than fifteen years. Your library will continue to receive top-rated customer-centered support continuing our long-standing relationship. With all services being requested for your library within the letter currently in place with Midwest Tape, there will be no delay or transition issues.

We look forward to and would appreciate an opportunity to fully explain any areas of our response your team may have in regards to what Midwest Tape can provide to your library at any time. Our team stands ready to assist:

Jeff Clark, Account Executive

800-875-2785 office/419-346-1599 cellular

jclark@midwesttapes.com

James Gonzalez, Processing Coord.

800-875-2785 office

jgonzalez@midwesttapes.com

Janet Timm, Bid Specialist

800-875-2785 office

jtimmm@midwesttapes.com

The signature below acknowledged full authority to enter into contractual agreements.

Sincerely,

Sue Bascuk, Vice President of Business Development

Midwest Tape, LLC

Dated: 5/18/17

Recorded Books

July 14, 2017

Austin Public Library

Subject: Professional Services Letter

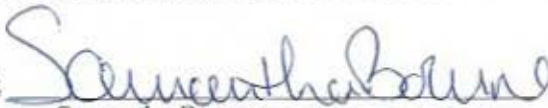
In response to the referenced solicitation, Recorded Books, Incorporated is pleased to submit this letter to Austin Public Library. Recorded Books offers a vast library of services and publications in many formats. The discounts offered to The Austin Public Library are equal to or better than the prices offered to our most favored customers.

Founded in 1979, Recorded Books has built its reputation on providing the highest quality audiobook recordings of the best, most popular and relevant titles in the industry. Developing its business with the public library market in mind, Recorded Books now offers more than 29,000 individual titles covering the interests of adults, children and teens. In addition, every three months, Recorded Books adds to its collection by publishing an additional 193 titles which include best sellers and products of specialty interest (e.g. inspirational, romance, African-American, educational, etc.).

As the library industry undergoes constant change, Recorded Books' consistent focus provides applicable solutions and ongoing confidence to its customers. New developments in digital products and remote patron services have generated entirely new product lines and opportunities for Recorded Books' customers. For example, audiobooks and eBooks are now available in a downloadable format for patrons to use on portable media players (e.g., iPods); database options include access to legal forms, continuing education and standardized test preparation services; and even popular collections of DVDs and Video Games are now available through Recorded Books.

In the event there are any questions regarding this proposal, please contact the undersigned at (800) 638-1304 or by e-mail at rfp@recordedbooks.com.

Yours very truly,
RECORDED BOOKS INCORPORATED

By: 
Samantha Bourne
RFP Specialist

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-248534

Date Filed:
08/11/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Baker & Taylor, LLC.
Charlotte, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 8500 PA170000070
Purchase of Spoken Word Audio

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Griffith, Ray	Westchester, IL United States	X	
	Henrichs, Timothy	Westchester, IL United States	X	
	Sproat, Mark	Westchester, IL United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeffrey McDaniel, this the 14th day of August, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

1 of 1

Version V1.0.883

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-248601

Date Filed:
08/11/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Midwest Tape LLC
Holland, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 8500 PA170000070
Spoken Word Audio Books

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Intrinsic Partners, LP	Maumee, OH United States	X	
	JJ Eldred Family Limited Partnership	Swanton, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



MARY J JACOBS
Notary Public
In and for the State of Ohio
My Commission Expires
July 2, 2019

Susan Bascuk
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Susan Bascuk, this the 11th day of August, 2017, to certify which, witness my hand and seal of office.

Mary J Jacobs
Signature of officer administering oath

MARY J JACOBS
Printed name of officer administering oath

Exec Assistant
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-250269

Date Filed:
08/16/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Recorded Books Inc
Prince Frederick, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

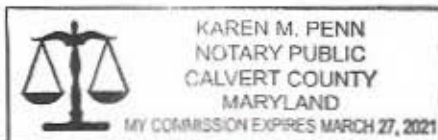
MA 8500 PA170000070
Spoken Word Audio Books

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Recorded Books Holdings Inc	Prince Frederick, MD United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity
SVP Sales & Business Development

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said VP of Sales and Marketing, this the 16th day of August, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Karen M. Penn
Printed name of officer administering oath

Notary Public
Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Monica McClure 512-974-1714	PM Name/Phone	Jorge Valle 512-974-7432
Sponsor/User Dept.	Library Department 8500	Sponsor Name/Phone	Library
Solicitation No		Project Name	Spoken Word Audio Books on Compact Disc
Contract Amount	\$1,075,000t	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – Design Build <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> AD – JOC <input type="checkbox"/> IFB – Construction <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Ratification <input type="checkbox"/> Sole Source*			
Provide Project Description**			
Purchase of spoken word audio books on CD, cataloging, processing, packaging and security tagging to be shelf ready when delivered to the Austin Public Library locations. Contract to be awarded to four vendors each of whom provide availability of different audio book titles.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous Contract GA110000069 was awarded through issuance of an IFB. No goals were established as no subcontracting opportunities were identified. Prior Solicitation Number: IFB CB30093			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
95610-Cataloging Services; 71504-Audio and Video Books, Digital			
Monica McClure			
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	7/10/2017	Date Assigned to BDC	07/10/17
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

<input checked="checked" type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input type="checkbox"/> No Goals
--	-----------------------------------

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input checked="" type="checkbox"/> Other |

If Other was selected, provide reasoning: *signed exemption form rec'd*

MBE/WBE/DBE Availability

There are no certified firms in the selected commodity *ies*

Subcontracting Opportunities Identified

No subcontracting opportunities - also received signed certificate of exemption.

Laura Moreno

SMBR Staff

[Signature]

Signature/ Date

2/13/17

[Signature]

7/14/17

SMBR Director or Designee

Date

Returned to/ Date: